

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

EMMANUEL GACHAU

PLAINTIFF(S),

V.

RLS COLD STORAGE and

CHOPTANK TRANSPORT

DEFENDANT(S).

The Honorable Noel L. Hillman

Civil Action No. 1:17-cv-06595-NLH-JS

NOTICE OF MOTION

PLEASE TAKE NOTICE that the undersigned will apply to the above named Court on December 4, 2017 at 10:00 a.m. or such other time as the Court directs located at the Mitchell H. Cohen Federal Building and U.S. Courthouse, 4th and Cooper Streets, Camden, New Jersey 08101 for an Order granting Defendant, RLS Cold Storage's Notice of Motion to Dismiss.

PLEASE TAKE FURTHER NOTICE that in support of the Motion, movant will rely upon the enclosed Attorney Certification and proposed form of Order.

PARKER McCAY P.A.
Attorneys for Defendant,
RLS COLD STORAGE, LLC

BY: s/Harris Feldman (090002000)
Harris Neal Feldman, Esquire
9000 Midlantic Drive, Suite 300
P.O. Box 5054
Mount Laurel, New Jersey 08054
Office: (856) 596-8900
Fax: (856) 596-9631
Hfeldman@parkermccay.com

UNITED STATES DISTRICT COURT
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Return Date: December 4, 2017

**DEFENDANT RLS' MOTION TO DISMISS FILED PURSUANT TO
F.R.C.P. 12(b)(1) and 12(b)(6) BASED UPON PLAINTIFF'S FAILURE TO
STATE A CLAIM UPON WHICH RELIEF CAN BE GRANTED AND A
LACK OF SUBJECT MATTER JURISDICTION**

Law Offices
PARKER McCAY P.A.
Harris N. Feldman, Esquire
ID No. 090002000
Kathryn A. Somerset, Esquire
ID No. 174522015
9000 Midlantic Drive, Suite 300
P.O. Box 5054
Mount Laurel, New Jersey 08054
(856) 596-8900
Attorneys for Defendant RLS Cold Storage

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Law Offices

PARKER McCAY P.A.

Harris N. Feldman, Esquire

ID No. 090002000

Kathryn A. Somerset, Esquire

ID No. 174522015

9000 Midlantic Drive, Suite 300

P.O. Box 5054

Mount Laurel, New Jersey 08054

(856) 596-8900

Attorneys for Defendant RLS Cold Storage

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**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

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Civil Action No. 1:17-cv-06595-NLH-JS

**ATTORNEY CERTIFICATION IN
SUPPORT OF DEFENDANT RLS'
MOTION TO DISMISS FILED
PURSUANT TO F.R.C.P. 12(b)(1) and
12(b)(6) FOR FAILURE TO STATE A
CLAIM UPON WHICH RELIEF CAN
BE GRANTED AND A LACK OF
SUBJECT MATTER JURISDICTION**

I, **KATHRYN A. SOMERSET, ESQUIRE**, of full age, hereby certify as follows:

1. I am an Associate with the law firm of Parker McCay, P.A., attorneys for Defendant, RLS Cold Storage (hereafter "RLS"), in the above-captioned matter. I have been asked to assist in the defense in this action. As such, I am fully familiar with the facts contained herein and am authorized to make this Certification.
2. Presently, Defendant RLS respectfully submits this Certification, Legal Brief, and proposed form of Order in support of its motion to dismiss Plaintiff's Complaint, including any claims, counterclaims and cross-claims, with prejudice, for failure to state a claim upon which relief may be granted

and for lack of subject matter jurisdiction.

3. Enclosed herein at Exhibit "A" is a true and correct copy of Plaintiff's Complaint, which was filed in the United States District Court for the District of New Jersey on August 31, 2017.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

By: /s/ Harris Neal Feldman (090002000)
HARRIS NEAL FELDMAN, ESQ.
KATHRYN A. SOMERSET, ESQ.

Law Offices
PARKER McCAY P.A.
9000 Midlantic Drive, Suite 300
P.O. Box 5054
Mount Laurel, New Jersey 08054
(856) 596-8900
Attorneys for Defendant,
RLS Cold Storage

Dated: October 30, 2017

Law Offices
PARKER McCAY P.A.
Harris N. Feldman, Esquire
ID No. 090002000
Kathryn A. Somerset, Esquire
ID No. 174522015
9000 Midlantic Drive, Suite 300
P.O. Box 5054
Mount Laurel, New Jersey 08054
(856) 596-8900
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NEW JERSEY**

CIVIL ACTION NO. 1:17-cv-06595-
NLH-JS

CERTIFICATION OF SERVICE

I hereby certify that I caused the within Notice of Motion to be served upon the counsel identified below *via* the Electronic Case Filing (ECF) System of the United States District Court for the District of New Jersey and/or First Class U.S. Mail, postage prepaid, on October 30, 2017:

By: 
FRANK ANGELONE

Law Offices
PARKER McCAY P.A.
9000 Midlantic Drive, Suite 300
P.O. Box 5054
Mount Laurel, New Jersey 08054
(856) 596-8900
Attorneys for Defendant,
RLS COLD STORAGE

Dated: October 30, 2017

Law Offices
PARKER McCAY P.A.
Harris N. Feldman, Esquire
ID No. 090002000
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9000 Midlantic Drive, Suite 300
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STATEMENT OF UNDISPUTED MATERIAL FACTS

1. Plaintiff, Emmanuel Gachau, on August 31, 2017, filed his Complaint in the above-captioned matter asserting a violation of the Federal Trade Commission Act, set forth at 15 U.S.C. §§ 41, *et seq.*, as against Defendant, RLS Cold Storage (hereafter “RLS”), and Co-defendant, Choptank

Transportation, Inc. (hereafter “Choptank”). See Plaintiff’s Complaint attached at Exhibit “A.”

2. According to Plaintiff’s allegations, Psalms Transportation, LLC was contracted with Choptank on September 18, 2015 to transport a haul of frozen strawberries from Laredo, Texas to Newfield, New Jersey. See Plaintiff’s Complaint attached at Exhibit “A” page 1.
3. Upon arrival to Defendant RLS’ warehouse on September 21, 2015, Plaintiff produced a bill of lading to Defendant RLS for his haul. See Plaintiff’s Complaint attached at Exhibit “A” page 1.
4. After an evaluation of the strawberries was conducted, Defendant RLS rejected the haul and returned the proffered bill of lading to Plaintiff, due to quality concerns with the product. See Plaintiff’s Complaint attached at Exhibit “A” page 1.
5. At no time did Defendant RLS accept or agree to accept Plaintiff’s haul of frozen strawberries or bill of lading. See Plaintiff’s Complaint attached at Exhibit “A” pages 1-4.

UNITED STATES DISTRICT COURT
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**BRIEF IN SUPPORT OF
DEFENDANT RLS' MOTION TO
DISMISS PURSUANT TO
F.R.C.P. 12(b)(1) and 12(b)(6) FOR
FAILURE TO STATE A CLAIM
UPON WHICH RELIEF CAN BE
GRANTED AND A LACK OF
SUBJECT MATTER
JURISDICTION**

Because *pro se* Plaintiff Emmanuel Gachau ("Plaintiff") mistakenly believes:

(1) he can maintain a cause of action under the Federal Trade Commission Act, which does not provide for a private right of action; (2) as an individual, he has any standing or privity to maintain such an action when it is undisputed that the entity in which he is a principal, Psalms Transportation, LLC, actually contracted with co-Defendant ChopTank Transport to haul frozen strawberries from Texas to New Jersey, providing the limited allegations of fact in this futile lawsuit; and (3) he could even meet the federal or diversity requirements of subject matter jurisdiction, Defendant RLS Cold Storage is entitled to have Plaintiff's Complaint dismissed with prejudice as a matter of law.

Pursuant to Federal Rule of Civil Procedure 12(b), “[e]very defense to a claim for relief in any pleading must be asserted in the responsive pleading if one is required . . . [b]ut a party may assert the following defenses by motion: (1) lack of subject-matter jurisdiction; (2) lack of personal jurisdiction; (3) improper venue; (4) insufficient process; (5) insufficient service of process; (6) failure to state a claim upon which relief can be granted; and (7) failure to join a party under Rule 19.” F.R.C.P. 12(b)(1)-(6). Importantly, “[a] motion asserting any of these defenses must be made before pleading if a responsive pleading is allowed.” F.R.C.P. 12(b). As such, Defendant, RLS Cold Storage (“RLS”), respectfully submits this motion in support of its requested relief to dismiss Plaintiff’s Complaint pursuant to Federal Rules of Civil Procedure 12(b)(1) and 12(b)(6) prior to the filing of its Answer based upon the reasons set forth infra.

I. Plaintiff’s Complaint fails to state a claim upon which relief can be granted, and therefore the Complaint must be dismissed pursuant to Federal Rule of Civil Procedure 12(b)(6).

When presented with a motion to dismiss for failure to state a claim upon which relief can be granted, courts have held that a two-part analysis must be conducted to determine its proper disposition. Fowler v. UPMC Shadyside, 578 F.3d 203, 210 (3d. Cir. 2009) (citing Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)). First, factual contents must be parsed from the legal elements of a claim; and, second, the Court, “must determine whether the facts alleged in the complaint are

sufficient to show that the plaintiff has a ‘plausible claim for relief.’” Id. at 211 (citing Iqbal, supra, 556 U.S. at 678-79). Thus, it is inadequate for a plaintiff to merely claim entitlement to relief in its complaint; rather, the plaintiff must establish a factual foundation for the requested relief by pleading sufficient supportive facts at the outset of litigation. Id. Significantly, while a Court will usually assume the veracity of well-pled factual allegations, mere conclusions and bald assertions are, “not entitled to the assumption of truth.” Id. Thus, “only a complaint that states a plausible claim for relief survives a motion to dismiss,” and dismissal is appropriate where a claim lacks a required element, or where an “insuperable barrier” exists to preclude relief. Iqbal, supra, 556 U.S. at 679 (emphasis added); see also Flight Sys. Inc. v. Elec. Data Sys., 112 F.3d 124, 127 (3d. Cir. 1997).

a. The Federal Trade Commission Act, set forth at 15 U.S.C. §§ 41, *et seq.*, does not recognize a private cause of action.

Plaintiff has alleged a violation of the Federal Trade Commission Act (“FTCA”), set forth at 15 U.S.C. §§ 41, *et seq.*, as his basis for relief. See Plaintiff’s Complaint attached hereto at Exhibit “A” and Exhibit “C” to co-Defendant’s Motion to Dismiss. According to his Complaint, Plaintiff contends that Defendant RLS engaged in “unfair methods or deceptive acts or practices affecting commerce” prohibited by the FTCA, by allegedly delaying evaluation of

his haul of frozen strawberries for approximately 90 minutes; allegedly falsely rejecting his haul for poor quality when he claims it was adequate; allegedly falsely advertising the facility as temperature controlled despite the loading dock allegedly being unrefrigerated; and allegedly refusing to permit him to enter the premises to inspect same. Plaintiff is therefore seeking \$2,500,000.00 in compensatory damages for these alleged violations of the FTCA.

The U.S. District Court for the District of New Jersey and other federal courts have long and unequivocally held that there is no private cause of action implied within contents of the FTCA. See Holloway v. Bristol-Myers Corp., 485 F.2d 986 (D.C. Cir. 1973) (establishing the seminal case denying a private cause of action under the FTCA); Skypala v. Mortgage Electronic Registration Systems, Inc., et al., 655 F. Supp. 2d. 451 (D.N.J. 2009); see also Freedman v. Meldy's, Inc. and Richard Meldofsky, 587 F. Supp. 658 (E.D. Pa. Feb. 28, 1984) (citing to Holloway); Kaiser v. Dialist Comp. of Texas, 603 F. Supp. 110 (E.D. Pa. Dec. 19, 1984). Indeed, courts have made clear that the remedies contained within the FTCA belong to the Federal Trade Commission ("FTC") alone; and the FTC is tasked with investigating, enforcing, and prosecuting unfair methods of competition in commerce. Therefore, Plaintiff cannot maintain a private cause of action against Defendant RLS under the FTCA.

As the FTCA does not recognize a private cause of action, the Plaintiff has not pled—and cannot plead—sufficient factual contents that would allow the Court to draw the reasonable inference that Defendant RLS is liable for damages to Plaintiff pursuant to the FTCA. Consequently, Plaintiff's Complaint must be dismissed in accordance with Federal Rule of Civil Procedure 12(b)(6) for failure to state a claim upon which relief can be granted.

b. Plaintiff has no contract or privity of contract with Defendant RLS.

Although Plaintiff has not specifically pled a cause of action for breach of contract in his Complaint, even if the Court were to extrapolate such a cause of action from Plaintiff's pleadings, no such claim could be maintained against Defendant RLS. Quite plainly, Plaintiff's dispute is with Co-defendant alone, and it is undisputed that Defendant RLS has not executed any contract at issue with Plaintiff or Co-defendant.

In New Jersey, “[t]o prevail on a breach of contract claim, a party must prove a valid contract between the parties, the opposing party’s failure to perform a defined obligation under the contract, and the breach caused the claimant to [sic] sustain damages.” EnviroFinance Group, LLC v. Environmental Barrier Co., LLC, 440 N.J. Super. 325, 345 (App. Div. 2015) (citing Murphy v. Implicito, 329 N.J. Super. 245, 265 (App. Div. 2007)). The doctrine of privity of contract also

provides that a contract will not confer rights to one party to the contract by means of imposing obligations upon any non-party to that contract.

As pertinent factual background to this motion, FreezePak initially contracted to sell a haul of its frozen strawberries to Healthy Pack, LLC. FreezePak then executed a separate contract with Choptank to deliver the strawberries to Healthy Pack, LLC and complete the sale. Choptank subsequently contracted with Psalms Transportation, LLC to transport the strawberries from Laredo, Texas to Newfield, New Jersey. This is the contract now at issue in the underlying action, to which Defendant RLS was not a party.

Indisputably, Defendant RLS never executed a contract with Plaintiff; FreezePak; Choptank; or Psalms Transportation, LLC related to this sale. Thus, because the Complaint makes clear that Defendant RLS had no preexisting contract with Plaintiff, there cannot be any direct or third-party beneficiary claims for breach of contract against Defendant RLS.

As Plaintiff had no contract or privity of contract with Defendant RLS, Plaintiff has not pled—and cannot plead—sufficient factual contents that would allow the Court to draw the reasonable inference that Defendant RLS is liable for damages to Plaintiff for a breach of contract. Consequently, Plaintiff's Complaint must be dismissed in accordance with Federal Rule of Civil Procedure 12(b)(6) for failure to state a claim upon which relief can be granted.

II. The Court lacks subject matter jurisdiction over Plaintiff's claims, and therefore Plaintiff's Complaint must be dismissed with prejudice.

Because federal courts are courts of limited jurisdiction, subject matter jurisdiction must be established by a plaintiff at the outset of any action brought in the federal court system. There are two principal avenues by which an individual plaintiff may achieve federal subject matter jurisdiction in a private cause of action: (1) federal question jurisdiction, as set forth at 28 U.S.C. § 1331; and (2) diversity jurisdiction, as set forth at 28 U.S.C. § 1332. Plaintiff has not met either of these standards.

a. Plaintiff, as an individual, lacks standing to sue for damages on behalf of Psalms Transportation, LLC.

As a threshold matter to any viable action, “a litigant [must have] ‘standing’ to invoke the power of a federal court.” Allen v. Wright, 486 U.S. 737, 750 (1984). Courts have held that, “the question of standing is whether the litigant is entitled to have the court decide the merits of the dispute or of particular issues.” Warth v. Seldin, 95 U.S. 490, 498 (1975). In essence, the plaintiff must establish that he has, “‘alleged such a personal stake in the outcome of the controversy’ as to warrant his invocation of federal-court jurisdiction and to justify exercise of the court’s remedial powers on his behalf.” Id. at 498-99 (citing Baker v. Carr, 369

U.S. 186, 204 (1962)). As such, Courts have concluded that the “irreducible constitutional minimum of standing contains three elements”:

[T]he plaintiff must have suffered an ‘injury in fact’—an invasion of a legally protected interest, which is (a) concrete and particularized, and (b) ‘actual or imminent, not conjectural’ or ‘hypothetical’. . . [that there is] a causal connection between the injury and the conduct complained of—the injury has to be ‘fairly . . . trace[able] to the challenged action of the defendant and not . . . th[e] result [of] the independent action of some third party not before the court . . . [and] it must be ‘likely,’ as opposed to merely speculative,’ that the injury will be ‘redressed by a favorable decision.’

Lujan v. Defenders of Wildlife, 504 U.S. 555, 560-61 (1992) (internal citations omitted).

In applying these elements, Courts will find an ‘injury in fact’ only where the “‘party seeking review be himself among the injured.’” Id. at 563 (quoting Sierra Club v. Morton, 405 U.S. 727, 734-35 (1972)). Importantly, where a plaintiff is unable to establish standing, its Complaint may be dismissed for lack of subject matter jurisdiction pursuant to Federal Rule of Civil Procedure 12(b)(1). F.R.C.P. 12(b)(1); Kessler Institute for Rehabilitation, Inc. v. Mayor and Council of Borough of Essex Fells, 876 F. Supp. 641, 653 (N.J. Dist. 1995).

Notwithstanding the substantive defects in Plaintiff’s Complaint, Plaintiff also lacks standing as an individual to assert any claims for damages related to the underlying transaction. Plaintiff, as an individual, was not a party to the contract

between Psalms Transportation, LLC and Choptank. Any claim for damages based upon the underlying allegations would belong to Psalms Transportation, LLC, and not to Plaintiff. Because Plaintiff cannot establish the three required elements for standing, his Complaint must be dismissed pursuant to Federal Rule of Civil Procedure 12(b)(1) for lack of subject matter jurisdiction.

b. There is no federal question at issue in this case and the matter in controversy does not meet the minimum threshold required for finding diversity jurisdiction, and therefore the Court lacks subject matter jurisdiction over Plaintiff's Complaint.

Where a defendant moves to dismiss a plaintiff's complaint for lack of subject matter jurisdiction, "the defendant may facially challenge subject matter jurisdiction by arguing that the complaint, on its face, does not alleges sufficient grounds to establish subject matter jurisdiction . . . [or] a defendant can also attack subject matter jurisdiction by factually challenging the jurisdictional allegations set forth in the complaint." D.G. v. Somerset Hills School Dist., 559 F. Supp. 2d 484, 491(N.J. Dist. 2008).

Here, Plaintiff's Complaint, on its face, does not allege sufficient grounds to establish federal subject matter jurisdiction. As previously articulated herein, the FTCA does not create a private cause of action, and therefore cannot form the basis for federal question jurisdiction. Similarly, any inferred claim for breach of contract that would arise under state and/or common law (which would nonetheless

be futile) would not invoke the powers of the federal courts. Furthermore, even if the Court were to construe Plaintiff's cause of action to include a breach of contract claim, the matter in controversy would amount to \$3,000.00, which was the value paid for the contract. See Plaintiff's Complaint attached hereto at Exhibit "A" and Exhibit "C" to co-Defendant's Motion to Dismiss. Hence, Plaintiff's Complaint cannot vault the \$75,000.00 threshold required by 28 U.S.C. § 1332 establishing diversity jurisdiction.

III. Conclusion

For all of the foregoing reasons, Defendant RLS Cold Storage respectfully requests that the Court dismiss the Complaint with prejudice, as to Defendant RLS Cold Storage, for Plaintiff's failure to state a claim upon which relief may be granted and for lack of subject matter jurisdiction.

Respectfully submitted,

By: /s/ Harris Neal Feldman (090002000)
HARRIS NEAL FELDMAN, ESQ.
KATHRYN A. SOMERSET, ESQ.

PARKER McCAY P.A.
9000 Midlantic Drive, Suite 300
P.O. Box 5054
Mount Laurel, New Jersey 08054
(856) 596-8900
Attorneys for Defendant,
RLS COLD STORAGE

Dated: October 30, 2017
4812-1509-8962

Law Offices
PARKER McCAY P.A.
Harris N. Feldman, Esquire
ID No.
Kathryn A. Somerset, Esquire
ID No. 174522015
9000 Midlantic Drive, Suite 300
P.O. Box 5054
Mount Laurel, New Jersey 08054
(856) 596-8900
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**THE UNITED STATES DISTRICT
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CIVIL ACTION NO. 1:17-cv-06595-
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ORDER

THIS MATTER having been opened to the Court by Parker McCay P.A., attorneys for Defendant, RLS Cold Storage, and the Court having reviewed the papers and for good cause shown;

IT IS on this _____ day of _____, 2017,

ORDERED as follows:

Defendants' motion to dismiss filed pursuant to Federal Rule of Civil 12(b)(1) and 12(b)(6) is hereby **GRANTED**, and the Plaintiff's Complaint is

hereby dismissed with prejudice and without costs, including all claims, counterclaims and cross-claims, as to Defendant, RLS Cold Storage, for Plaintiff's failure to state a claim upon which relief may be granted and for lack of subject matter jurisdiction.

A copy of this Order shall be served on other parties within seven (7) days from receipt of this Order.

_____ OPPOSED

_____ UNOPPOSED

4852-1952-3155

EXHIBIT “A”

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT
for the
District of New Jersey

EMMANUEL W. GACHAU

Plaintiff

Civil Action 1:17-cv-06595-NLH-JS

v.

RLS COLD STORAGE, et al

Defendant

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

RLS COLD STORAGE

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

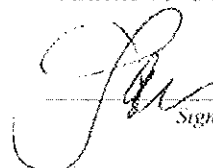
EMMANUEL W. GACHAU
1691 GRANDFLORA AVE
CLERMONT, FL 34711

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

WILLIAM T. WALSH

CLERK OF COURT

Date 8/31/17


Signature of Clerk or Deputy Clerk

JS 44 (Rev. 06/17)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM)

I. (a) PLAINTIFFS

EMMANUEL W GACHAU

(b) County of Residence of First Listed Plaintiff

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS

RLS COLD STORAGE

CHOP TANK TRANSPORT

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

Gloucester

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT		TORTS		FORFEITURE/PENALTY	Click here for: Nature of Suit Code Descriptions.	
<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 422 Appeal 28 USC 158	OTHER STATUTES <input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes	
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 423 Withdrawal 28 USC 157		
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability		PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark		
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Federal Employers' Liability	PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	BANKRUPTCY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))			
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine		LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	SOCIAL SECURITY <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609		
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability			FEDERAL TAX SUITS		
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)	<input type="checkbox"/> 350 Motor Vehicle					
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability					
<input checked="" type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement				
<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 362 Personal Injury - Medical Malpractice					
<input type="checkbox"/> 196 Franchise						
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education					

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (Specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Federal Trade Commission Act LAW: 15 U.S.C. §§ 41-58

Brief description of cause:

unfair methods or deceptive act or practice affecting commerce

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

\$2,500,000.00

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See Instructions):

JUDGE

DOCKET NUMBER

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

EMMANUEL W GACHAU

(In the space above enter the full name(s) of the plaintiff(s).)

- against -

RLS GOLD STORAGE

CHAPTANK TRANSPORT

COMPLAINT

Jury Trial: ☒ Yes ☐ No
(check one)

(In the space above enter the full name(s) of the defendant(s). If you cannot fit the names of all of the defendants in the space provided, please write "see attached" in the space above and attach an additional sheet of paper with the full list of names. The names listed in the above caption must be identical to those contained in Part I. Addresses should not be included here.)

I. Parties in this complaint:

- A. List your name, address and telephone number. Do the same for any additional plaintiffs named. Attach additional sheets of paper as necessary.

Plaintiff	Name	EMMANUEL W GACHAU
	Street Address	1691 GRAND FLORA AVE
	County, City	LAKE COUNTY CLERMONT
	State & Zip Code	FL 34711
	Telephone Number	(407) 301-0702

- B. List all defendants. You should state the full name of the defendants, even if that defendant is a government agency, an organization, a corporation, or an individual. Include the address where each defendant can be served. Make sure that the defendant(s) listed below are identical to those contained in the above caption. Attach additional sheets of paper as necessary.

Defendant No. 1 Name BLS COLD STORAGE
 Street Address 2179 Main Rd
 County, City NEWFIELD
 State & Zip Code NJ 08344

Defendant No. 2 Name C.HOPTANK TRANSPORT
 Street Address 3601 C.Hoptank Rd
 County, City Preston
 State & Zip Code MD 21655

Defendant No. 3 Name _____
 Street Address _____
 County, City _____
 State & Zip Code _____

Defendant No. 4 Name _____
 Street Address _____
 County, City _____
 State & Zip Code _____

II. Basis for Jurisdiction:

Federal courts are courts of limited jurisdiction. There are four types of cases that can be heard in federal court: 1) Federal Question - Under 28 U.S.C. § 1331, a case involving the United States Constitution or federal laws or treaties is a federal question case; 2) Diversity of Citizenship - Under 28 U.S.C. § 1332, a case in which a citizen of one state sues a citizen of another state and the amount in damages is more than \$75,000 is a diversity of citizenship case; 3) U.S. Government Plaintiff; and 4) U.S. Government Defendant.

- A. What is the basis for federal court jurisdiction? (check all that apply)
- | | |
|---|--|
| <input checked="" type="checkbox"/> Federal Questions | <input type="checkbox"/> Diversity of Citizenship |
| <input type="checkbox"/> U.S. Government Plaintiff | <input type="checkbox"/> U.S. Government Defendant |

- B. If the basis for jurisdiction is Federal Question, what federal Constitutional, statutory or treaty right is at issue? Federal Trade Commission Act LAW: 15 U.S.C § 341-58
This act prevent unfair methods of competition and unfair or deceptive acts or practices in or affecting commerce

C. If the basis for jurisdiction is Diversity of Citizenship, what is the state of citizenship of each party?

Plaintiff(s) state(s) of citizenship _____

Defendant(s) state(s) of citizenship _____

III. Statement of Claim:

State as briefly as possible the facts of your case. Describe how each of the defendants named in the caption of this complaint is involved in this action, along with the dates and locations of all relevant events. You may wish to include further details such as the names of other persons involved in the events giving rise to your claims. Do not cite any cases or statutes. If you intend to allege a number of related claims, number and set forth each claim in a separate paragraph. Attach additional sheets of paper as necessary.

A. Where did the events giving rise to your claim(s) occur? NEWFIELD NJ at
the RLS Cold Storage

B. What date and approximate time did the events giving rise to your claim(s) occur? 9/21/2015
9am to 12pm

C. Facts: See attached please

What
happened
to you?

Who did
what?

Was
anyone
else
involved?

Who else
saw what
happened?

IV. Injuries:

If you sustained injuries related to the events alleged above, describe them and state what medical treatment, if any, you required and received.

V. Relief:

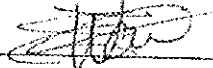
State what you want the Court to do for you and the amount of monetary compensation, if any, you are seeking, and the basis for such compensation.

I Ask the court to hear my case and look at the evidence that I have presented. I would like the court to ask the Federal Trade Commission to investigate this two companies RLS Cold Storage and Choptank. to see how many claims have been filed wrongly in this facility I have been an owner operator driving since 2004 this deceptive act has paralysis me, I am now as of 7/28/17 driving for a company in Jacksonville FL. I had a good income and have lost it all. Financial problems has challenged my marriage. I kindly ask the court to award me Two Point Five million Dollar \$ 2,500,000.00 as monetary compensation. A deceptive act like this by big Corporate will drive down our economy.

I declare under penalty of perjury that the foregoing is true and correct.

Signed this 29 day of August, 2017.

Signature of Plaintiff



Mailing Address 1691 GRANDE FLORA AVE
CLERMONT FL 34711

Telephone Number (407) 301-0702

Fax Number (if you have one) (352) 394-8767

E-mail Address fsalms+trans@aol.com

Note: All plaintiffs named in the caption of the complaint must date and sign the complaint.

Signature of Plaintiff: _____

FEDERAL COURT OF CAMDEN NJ

EMMANUEL W GACHAU
1691 GRANDEFLORA AVE
CLERMONT FL 34711
PHONE (407) 301- 0702
FAX (352) 394-8767
EMAIL psalmstrans@aol.com
DATE 7/26/2017

UNITED STATE DISTRICT COURT, DISTRICT OF NEW JERSEY.

On 9/18/2015 I Emmanuel Gachau was contracted by choptank transport of preston MD to haul frozen strawberries from Laredo TX TO Newfield NJ.

On 9/21/2015 I arrived as scheduled in newfield NJ at 7am to deliver the load at the RLS cold storage facility.

After checking in , I was assigned to unloading AT dock door number 16.

Before I backed my trailer to the door, RLS staff member took pictures of the following as an evidence of the load being in good condition.

A picture of the temperature of the refregirated UNIT at 3.4 degrees fahrenheit.

B picture of the seal before I opened my trailer doors.

C picture of the cargo upon opening the trailer doors.

The RLS staff member then ordered me to back to the door # 16 to be unloaded. After an approximate waiting time of 1 to 1.5 hours , the staff member knocked on my truck door and gave me the bill of lading signed rejected load due to high temperature of the product.

I requested the staff member if i could go into the builing to officiate her taking the temperature and she refused.

I Emmanuel Gachau have being to this facility for over 5 years and hauled tens of loads in and out of this facility.

At this point I knew that dock door number 16 assigned to me was not a refrigerated part of the warehouse as requierd to unload my cargo in a temperature controled environment to avoid high temperature exposure to the product.

I then requested the same RLS staff member to check the time on the digital camera from the time she took the 1st three pictures up to the time she took the last picture of the product being wet but she refused.

I made it clear to her that I was not new to that facility and I was aware she knowingly and deliberately put me in a none refrigerated door in order to reject me, I made it clear to her this was unfair and deceptive unlawful act.

I immediatley call my insurance company to avoid a fraudlent claim and got a claim number from my insurance.

I called CHOPTANK TRANSPORT the broker of this load and explained where the exposure to high temperature occurred at door number 16 .

I requested an other RLS staff member access to the facility and took my camera with me.

Inside this part of the ware house I FOUND OUT that this was the parkaging material part of the building where RLS stores cardboard boxes the temperatures in this builing was at room temperature.

I TOOK the pictures and went back to the office to complain. The same RLS staff member that rejected the load came out of the office with her supervisor and both threatened to call the police to escort me out of the facility.

The same RLS staff member who rejected the load then grabbed the bill of lading out

FEDERAL COURT OF CAMDEN NJ

of my hand and hand wrote with an ink pen "quality" but the original rejection due to high temperature was a photocopy. this was another deliberate act when she realized she got exposed to what she had done.

Now she wanted to blame the claim on quality but forgot the bill she handed me was a photocopy.

why had she not concluded the reasons for rejecting the load at the first place??

At this point i send picture evidence to OOIDA my insurance company and also to CHOPTANK TRANSPORT broker KEIRSA STARKEN.

Chotank transport broker Keirsa Starken, ordered me to take my trailer to a refrigerated repair shop first thing the following morning to be checked if it was operating as it should.

On 9/22/2015 at 8am , I arrived at RUNNEMEDE TRUCK REFRIGERATION located on 320 borelli blvd in paulsboro NJ for refrigeration unit inspection.

ON 9/22/2015 at 9.25 am refrigerated unit # 53801 passed all test as required by its manufacturer THERMO KING.

Immedietley the inspection report was submitted to CHOPTANK TRANSPORT AND OOIDA my insurance company.

Choptank Transport broker Keirsa Starken must have realized his was a deliberate and fraudulent act and took this case out of his hands to the hands of CHOPTANK TRANSPORT LEGAL TEAM.

CHOPTANKS TRANSPORT vice President and the head of regal affairs MR James Lee called me on 9/22/2015 at 4pm and ordered me to take the load to 162 RAILROAD AVE PATERSON ,NJ 07501 TO FREEZPAK LOGISTICS for a third party USDA Product inspection.

On 9/23/2015 at 7:53am I arrived in Paterson nj at the FREEZPARK FACILITY. The temperature leading on my refrigerated unit was negative -6.4 degrees fahrenheit. Upon arrival I met Mr mike and Mr Dave sound both brothers and owners of FREEZPARK.

The inspection was done by HDI MARINE inspection company.

On 9/23/2015 CHOPTANK TRANSPORT REGAL TEAM already had all the evidence that i had provided to them since 9/21/2015. AS a normal inspection procedure , Mr James Lee the choptank transportation vice president was obligated to provide the following to the inspection company HDI MARINE.

EVIDENCE OF

A pictures that I provided on 9/12/2015 to CHOPTANK TRANSPORT AS AN EVIDENCE where the said cargo got exposed to high temperatures.

B Receipt of the inspection done to the refrigeration unit at RUNNEMEDE TRUCK REFRIGIRATION in paulsboro NJ on 9/22/2015 as a proof that the refrigerated unit was working properly as it should.

Mr James Lee CHOPTANK vice President did not give the inspectors that evidence and as a result the inspector could not conclude the inspection report. please refer to HDI MARINE REPORT ATTACHED AND HIGHLIGHTENED.

Mr James Lee tilted to RLS COLD STORAGE SIDE and distorted his Ethical obligation in decision making aimed to his special interest not to loose RLS COLD STORAGE as a customer.

MR Dave sound of FREEZPARK and the owner of the load allowed me to take pictures of his refrigerated dock doors (find FREEZPARK facility pictures attached)

FEDERAL COURT OF CAMDEN NJ

on 9/24/2015 MR Dave sound and vice president of FREEZPARK requested me to take his product not back to RLS COLD STORAGE BUT INSTEAD to 630 BELLEVILLE TRPK Kearny , NJ at BINDI COLD STORAGE FACILITY. Neither the inspector nor FREEZPARK OWNERS found any thing wrong with the product.

Despite our office Emailing Mr James Lee at choptank transport for months , James Lee refused to send us the inspection report from HDI MARINE and the cargo value which is required in this industry upon a situation like this .

Dave sound the owner of FREEZ PARK agreed to email me acopy of the report and I conluded choptank Transport vice president and legal affairs boss consealed and colluded with RLS to holding all the evidence I provided.

DAMAGES , LOSS OF REVENUE AND EVENTUALLY LOSS OF WORK

Over the road or interstate commercial insurance company are very strict when it comes to claims, despite RLS and choptank transport not being able to file a claim , my insurance company OOIDA wrote me a letter of non renewal of my insurance.

The underwriters at OOIDA insurance could not offer reinstatement due to loss frequency because i had a claim in june Of 2015 which was not my fault. A commercial truck is not allowed to have more than 3 claims in a three years period. before 9/21/2015 I had 2 claims in a three years period and my insurance company OOIDA LOOKED at me as a risk. see OOIDA Insurance letter attached.

on 11/24/2015 my insurance cancelled and as result my DOT NUMBER 1720029 and motor carrier number 630708 was revoked. I did not have operating authority. The next insurance that accepted ME doubled my premium payment from \$954.00 per month to \$1800.00 per month.

when a commercial insurance and authority to operate are revoked and then reinstated , that report is always noted and I had to start all over as a new company. that means all brokerage companies viewed me as new ,I could not keep up with insurance payment and my bills at home.

Ilost the insurance again months later and my authority to operate was revoked again.

Ishopped desperately for insurance and had to lower my truck value to \$10,000.00 and had no insurance for my trailer , a \$5000 dedectable just to be able to find the last insurance I had before loosing it again on may/8/2017.

my safety record with the DOT was outstanding before this incident. after wards my safety was very bad I COULD NOT PASS DOT inspection and as a result brokrage companies could not work with me due to poor safety record. I was completely unable to maintain my equipments.

on 5/8/2017 I LOST my insurance and my operating authority was revoked by the DOT. I had no choice but to go home and started looking for work after being self employed for 11 years.I HAVE STAYED HOME FOR TWO MONTH NOW WITH no income.

In a short summary . I BELIEVE RLS did not have enough room to store this product for their client FREEZPARK. RLS knowingly lowered me into a "GAS CHEMBER LIKE THE NAZI" to get rid of me and attempted to lie to FREEZPARK in order to keep FREEZPARK as their customer.

FEDERAL COURT OF CAMDEN NJ

CHOPTANK vice president also chose to collude with RLS in order make RLS HAPPY and to keep the big cooperation as a customer.

choptank has refused to pay HDI MARINE THE INSPECTION COMPANY.

CHOPTANK James Lee has verbly told me, he will not pay my services from 9/21/2015 to 9/24/2015 because "freezpark refused to pay me"

FREEZPARK OWNER DAVE AND MIKE SOUND took their product and were happy that I fought to deliver their product safe.

In conclusion when trailer doors were open in a warm ware house , is the same as opening a home freezer door and leaving it open.

DISTRICT COURT OF NEW JERSEY

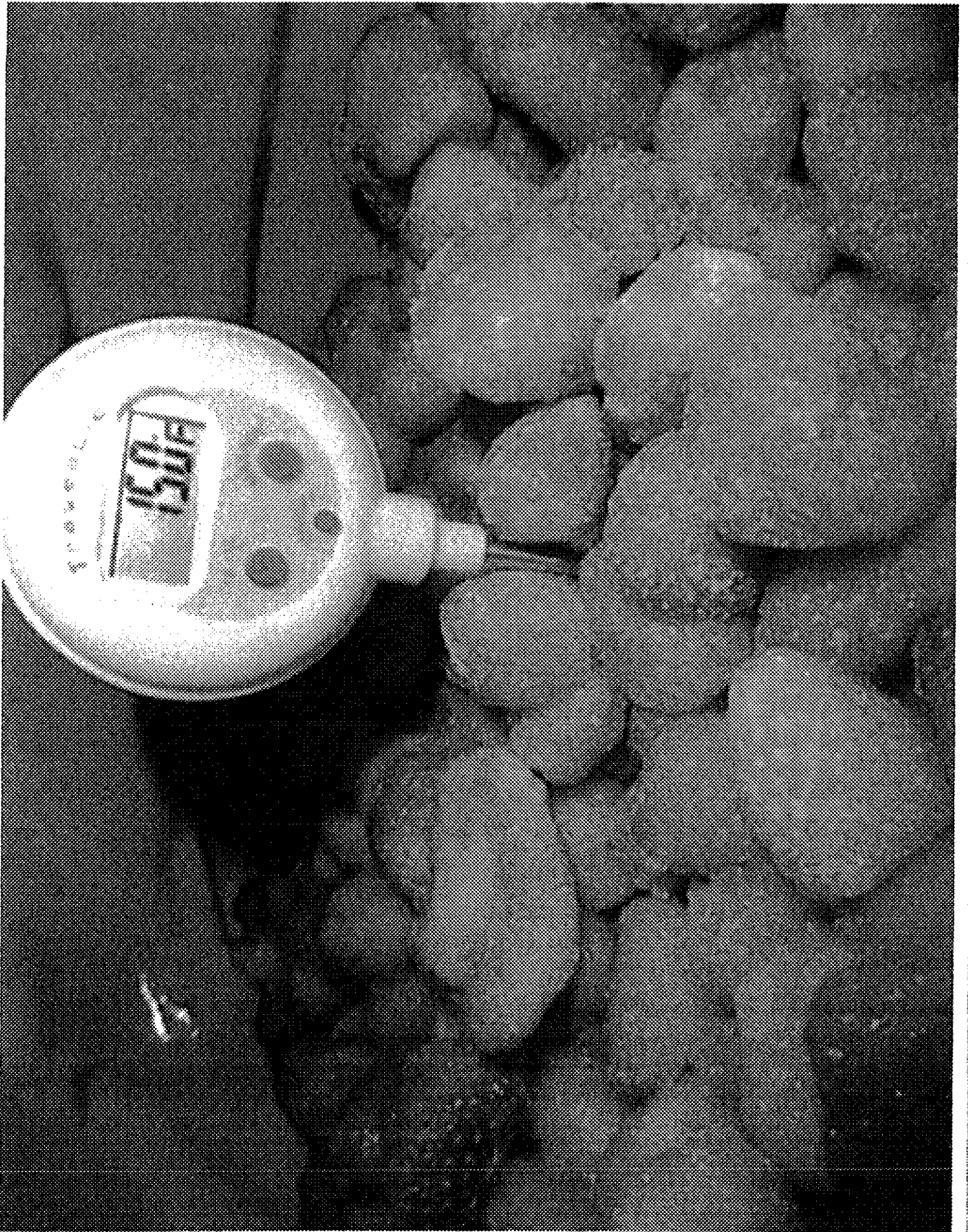
EXHIBIT

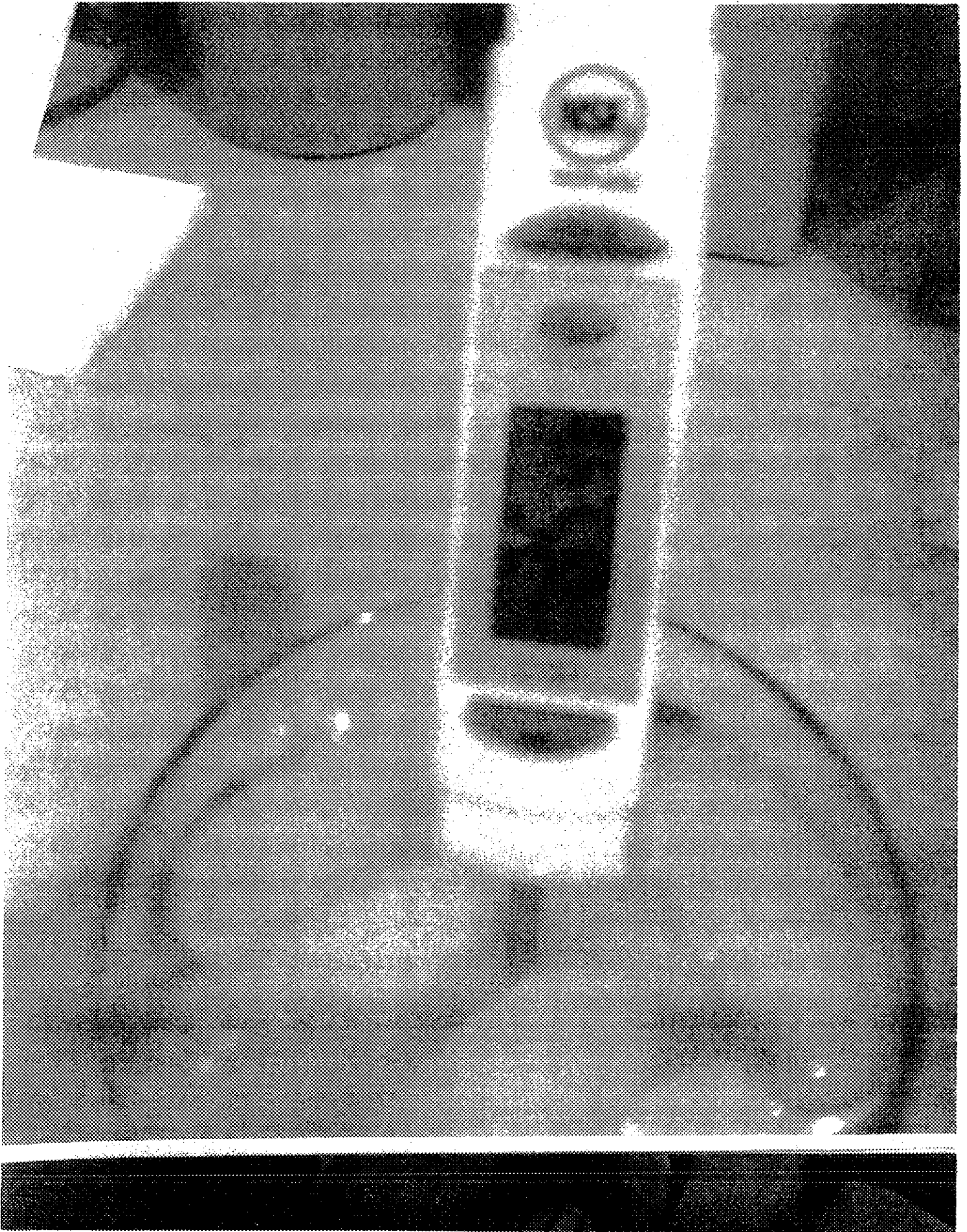
RLS STAFF MEMBER did not invite me inside to witness her taking this temperature at 15 degrees ferenght.

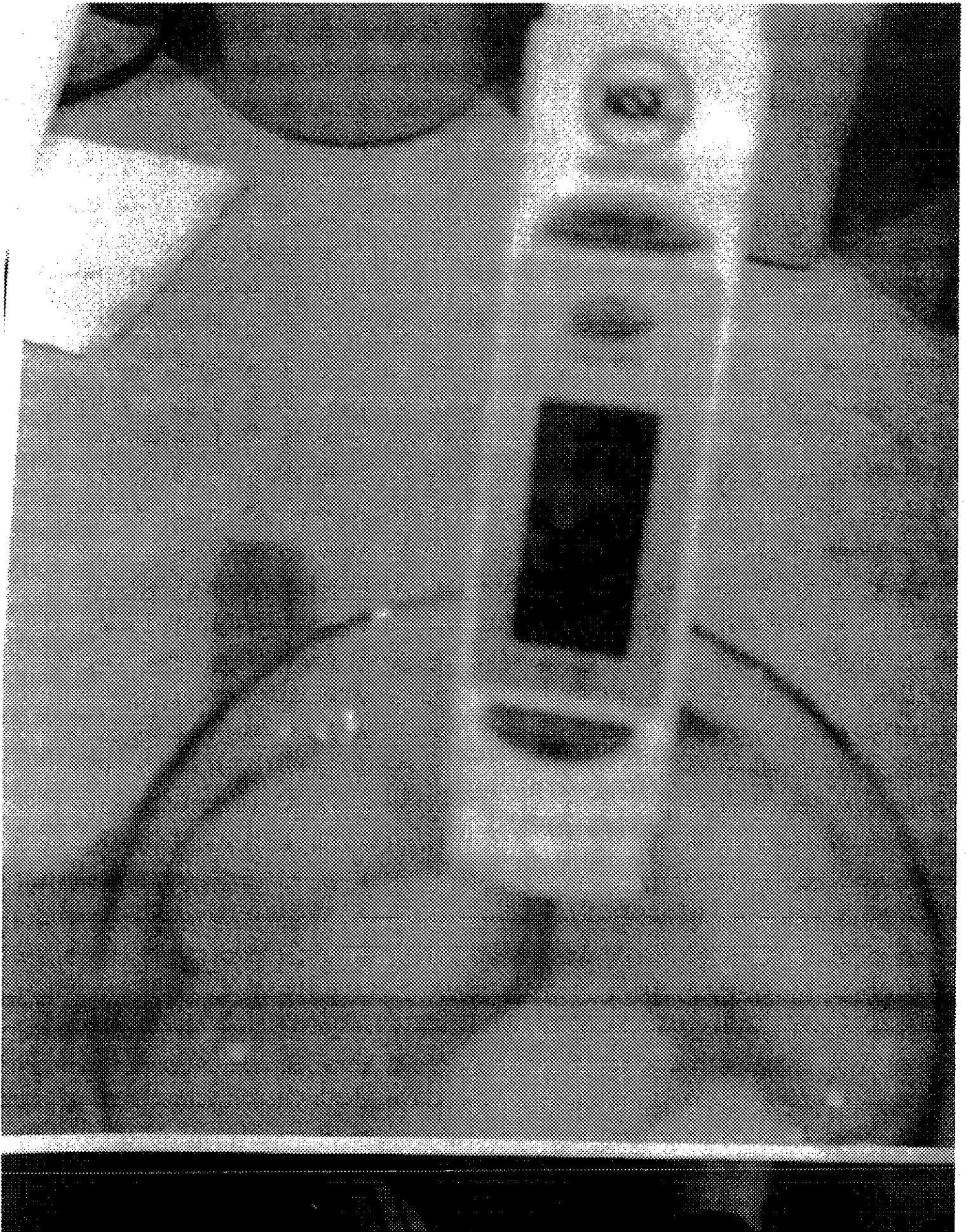
that is not the normal procedure.

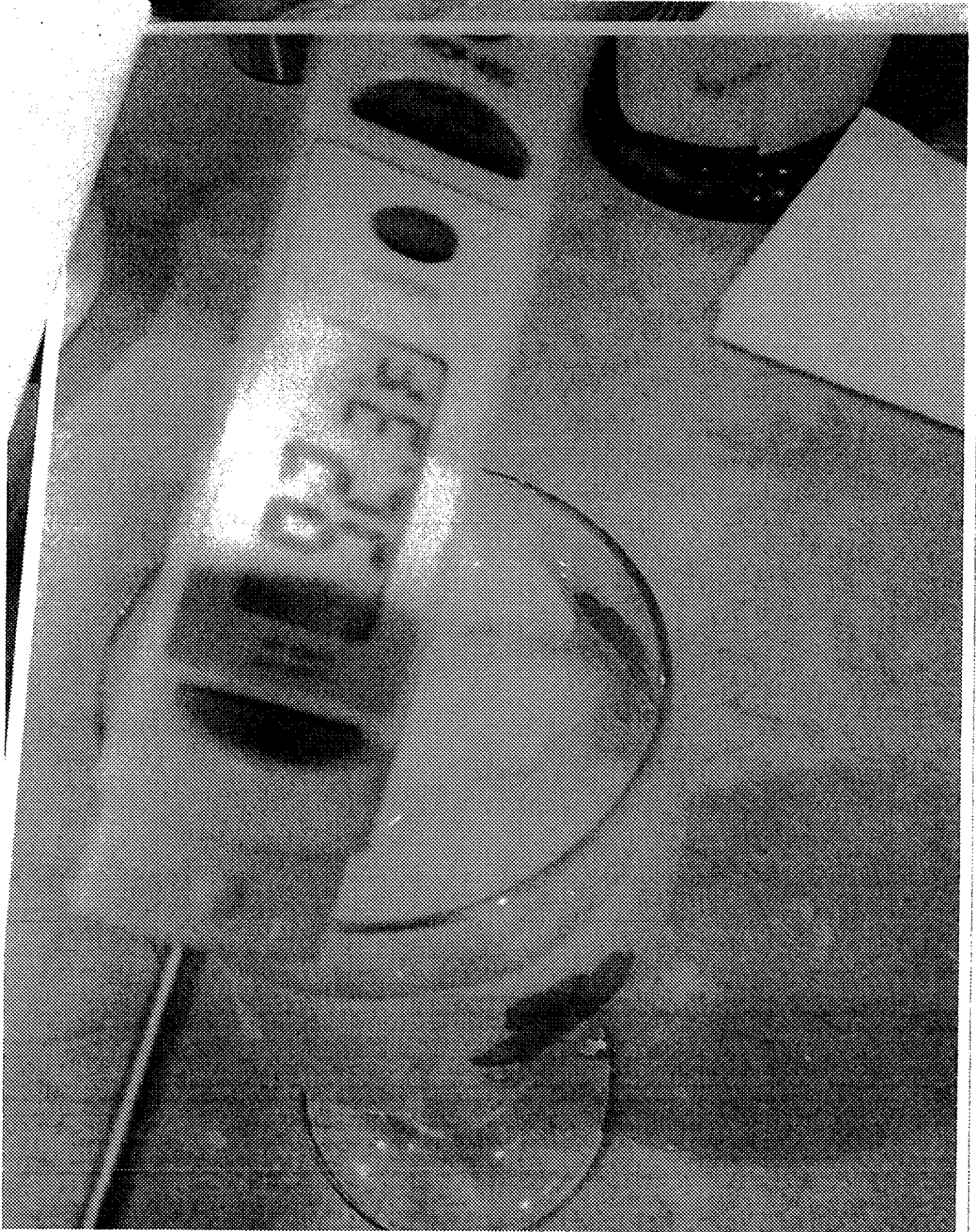
any one can chose to take a picture of what ever temperature they desire.

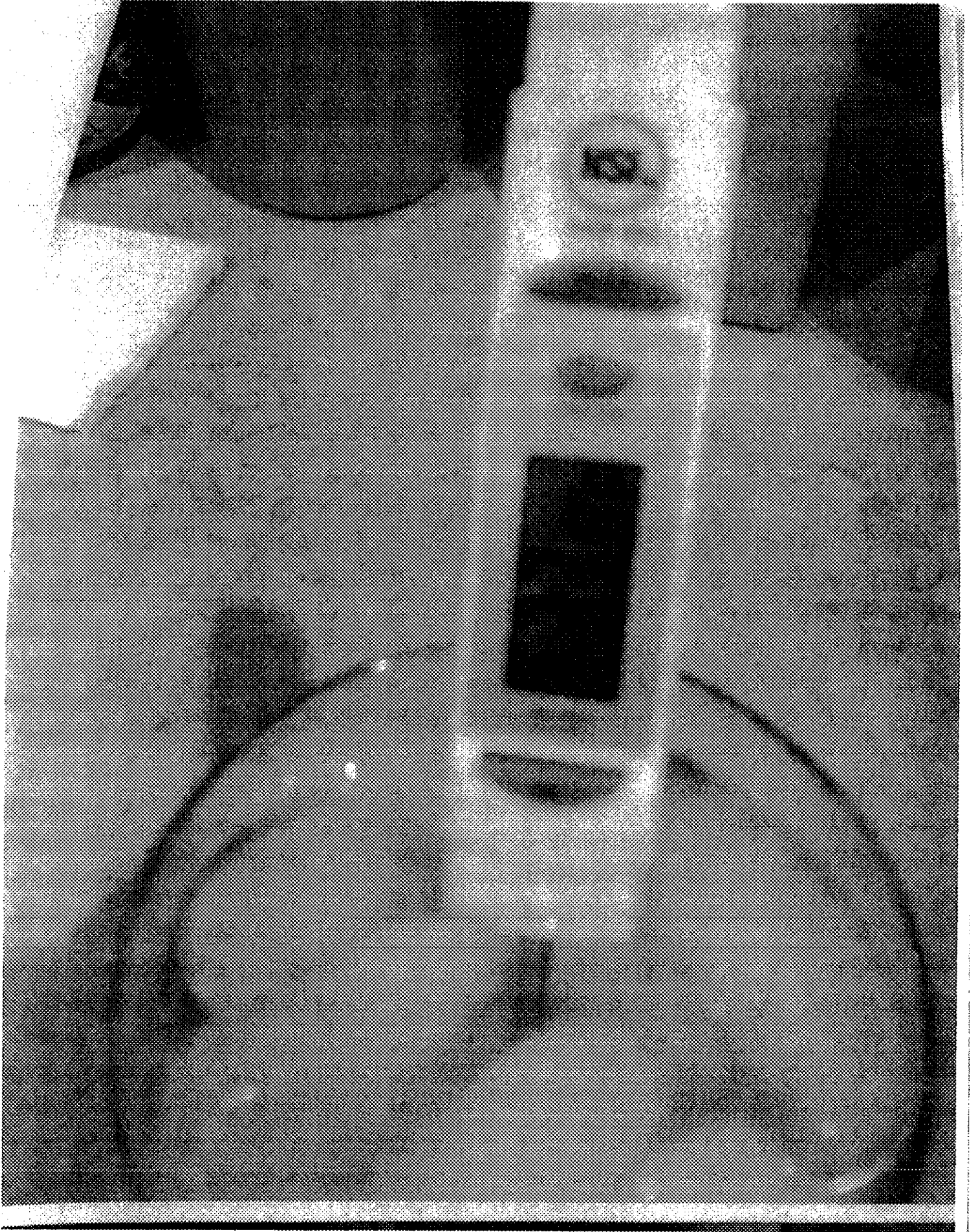
attached find different temps taken in a glass of ice water











EXHIBIT

DISTRICT COURT OF NEW JERSEY 2

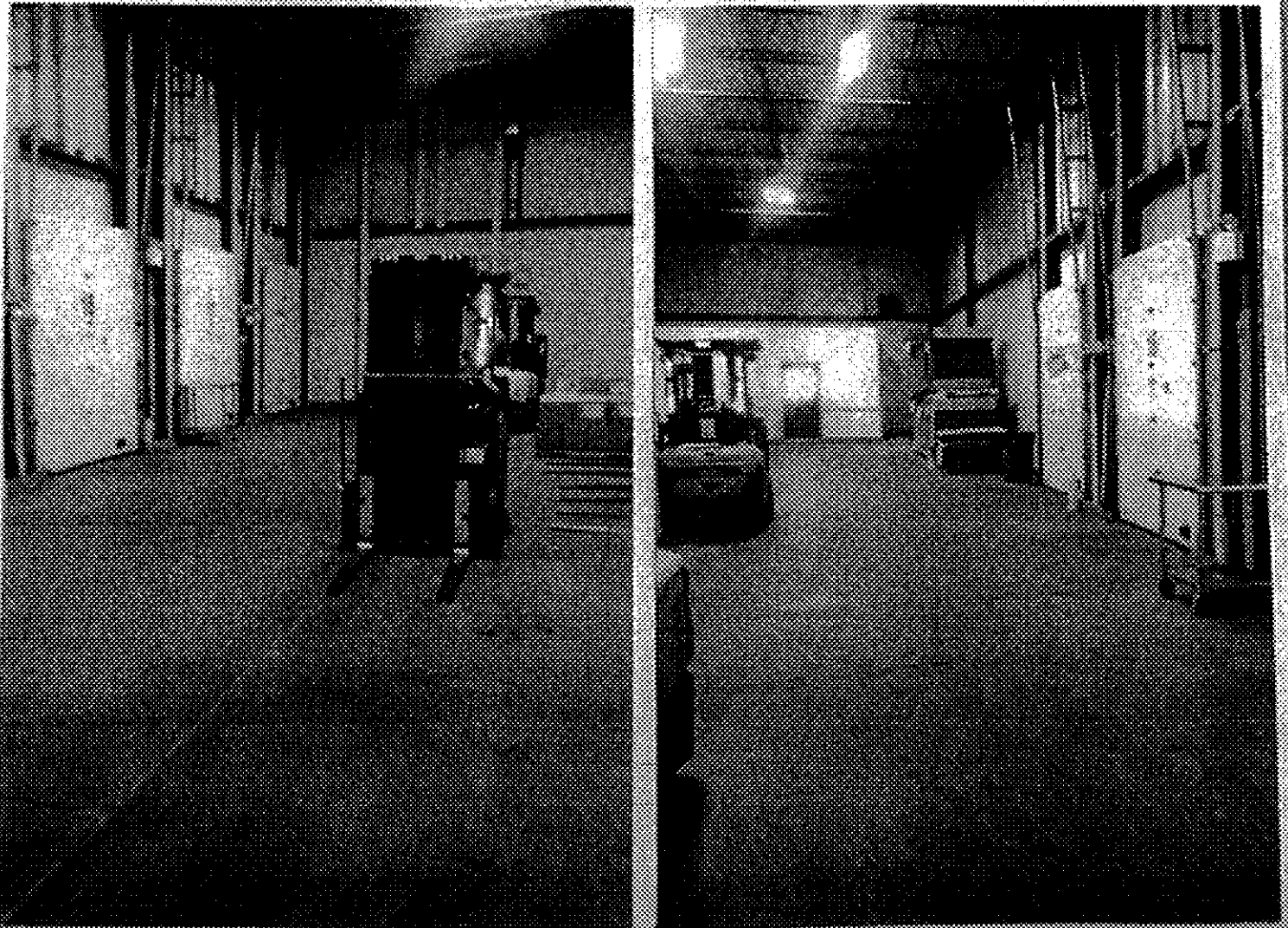
DOCK DOOR 16

Inside the facility on the day the load was rejected, this part of the building is not climate controlled.

evidence of where the load got exposed to high temperature.

choptank vice president refusal to provide this evidence to the inspector indicate concealing evidence.

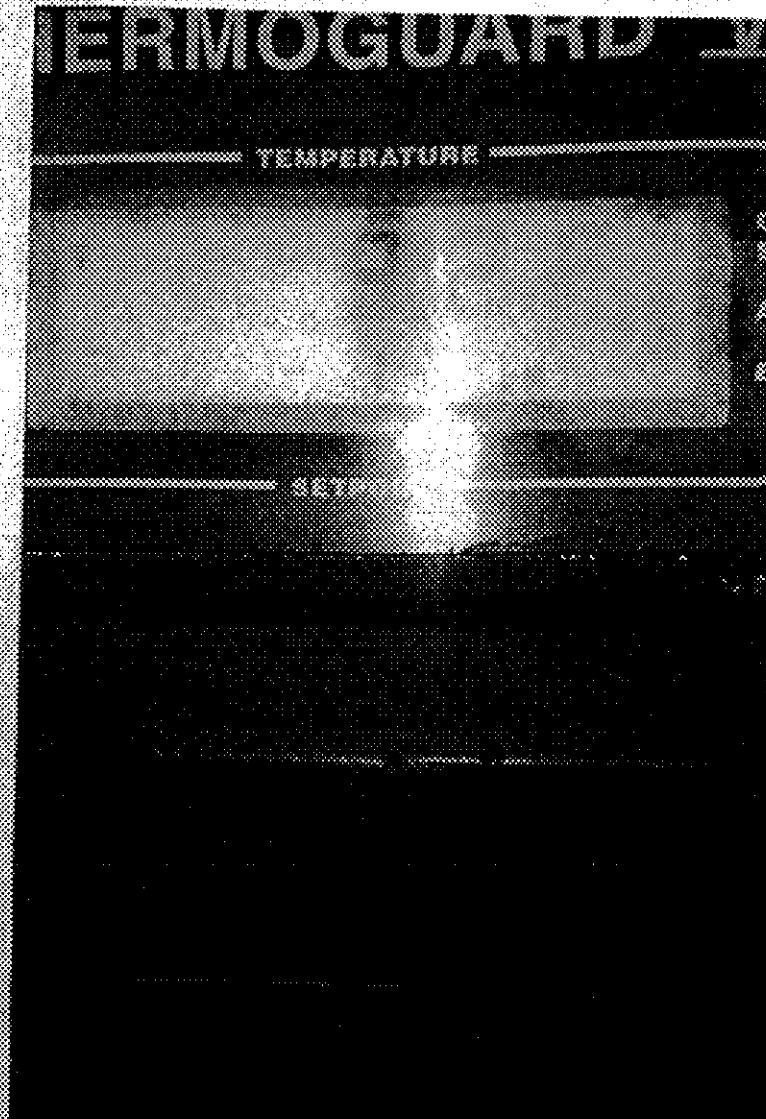
CC FEDERAL TRADE COMMISSION



EXHIBIT

DISTRICT COURT OF NEW JERSEY 3

TRAILER AIR TEMPERATURE TAKEN IMMEDIATELY AFTER REJECTION UPON CLOSING TRAILER DOORS



DISTRICT COURT OF NEW JERSEY 4

EXHIBIT

COPY OF REFRIGERATION UNIT INSPECTION

FLINNERSIDE TRUCK REFRIGERATION
330 BORTLE BLVD.

PAULSONO NJ 08066 PHONE: (956) 422-4400

NO CLAIM FOR SHORTAGE OR ERROR UNLESS REPORTED WITHIN 10 DAYS
AFTER RECEIPT OF MATERIAL. A HANDLING CHARGE OF 15% WILL BE
MADE ON ALL MERCHANDISE RETURNED. SERVICE CHARGE OF 1.75% PER
DOLLAR ON PAY ORF OUR ACCOUNTS. ADVERTISING SURVEYS: PAGE 1

2025 RELEASE UNDER E.O. 14176

OST- 1006

CASH INVOICE# 27162

2004:59

1. *Chrysomelidae*

Feb 2021

PH: 408-691-0702

09/27/2015 09:28:31

REF ID: A6453201

09/23/2015 10:21 #48: P.001/001

EXHIBIT

DISTRICT COURT OF NEW JERSEY

TRAILER TEMPERATURE UPON ARRIVAL AT FREEZPARK PETERSON NJ ON 9/24/2015 AT 8:10 AM

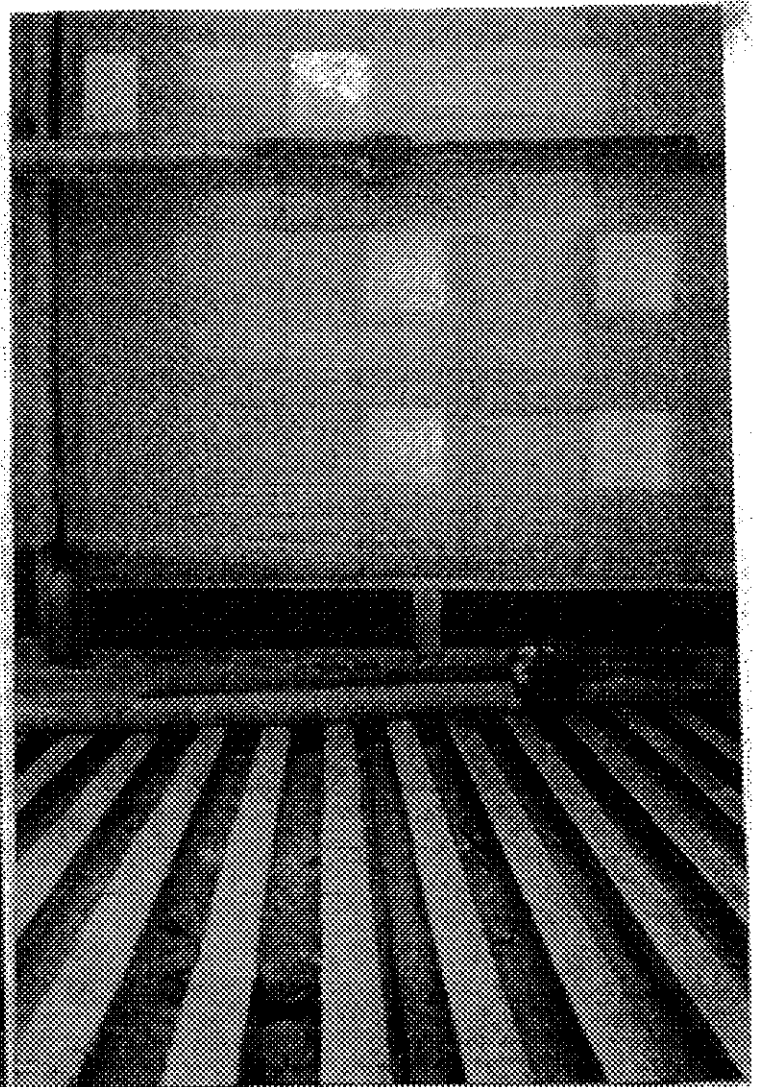
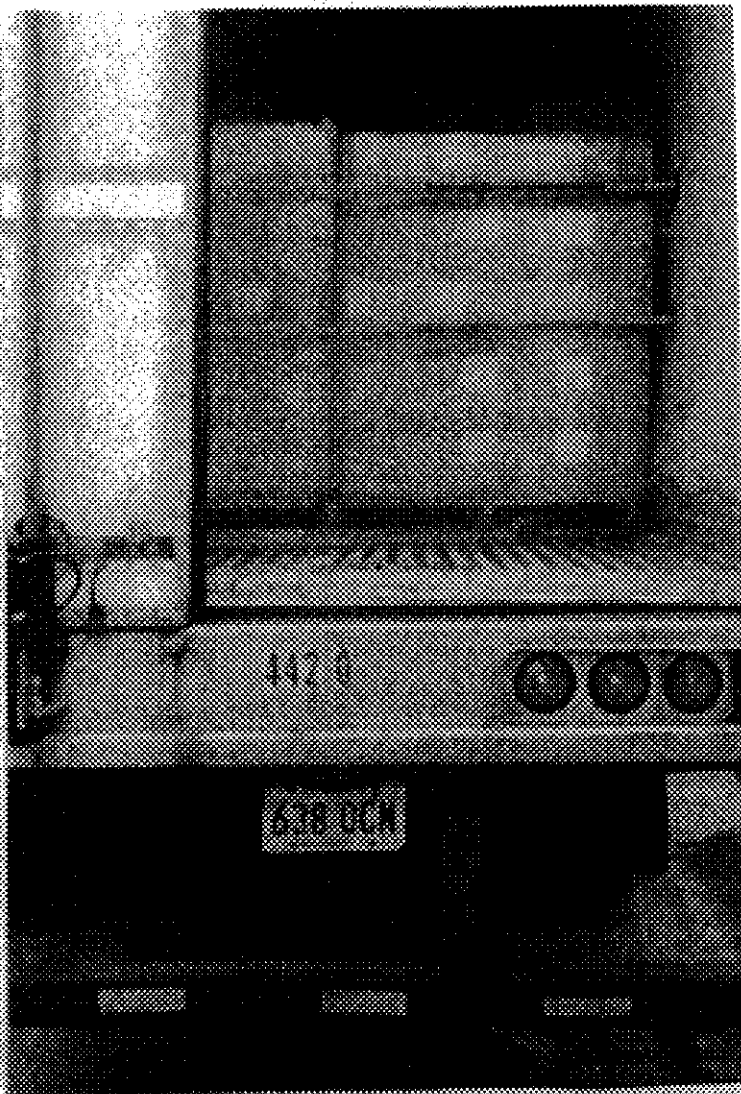


EXHIBIT

DISTRICT COURT OF NEW JERSEY 6

CARGO APPEARANCE UPON ARRIVAL AT FREEZPARK ON 9/24/2015. IN PATERSON NJ

RLS HAS REFUSED TO PRODUCE THE PICTURE OF THE CARGO APPEARANCE TAKEN UPON ARRIVAL BEFORE BACKING THE TRAILER TO DOCK DOOR 16 ON 9/21/2015



EXHIBIT

DISTRICT COURT OF NEW JERSEY 7

FREEZPAK LOADING AND UNLOADING DOCK DOORS PICTURE TAKEN ON 9/24/2015 UPON ARRIVAL AT PATERSON NJ

AUTHORIZED TO TAKE THIS PICTURES BY THE OWNER MIKE SAOUD AFTER HE HAD REALISE WHAT RLS AND CHOPTANK HAD DONE

THIS PICTURES ARE EVIDENCE OF A CLIMATE CONTROLLED FACILITY TO AVOID EXPOSURE TO HIGH TEMPERATURE

RLS WAS NOT JUST DESEPTIVE TO ME BUT TO THE OWNER OF THIS LOAD FREEZPAK AND THE INSURANCE COMPANY OOIDA

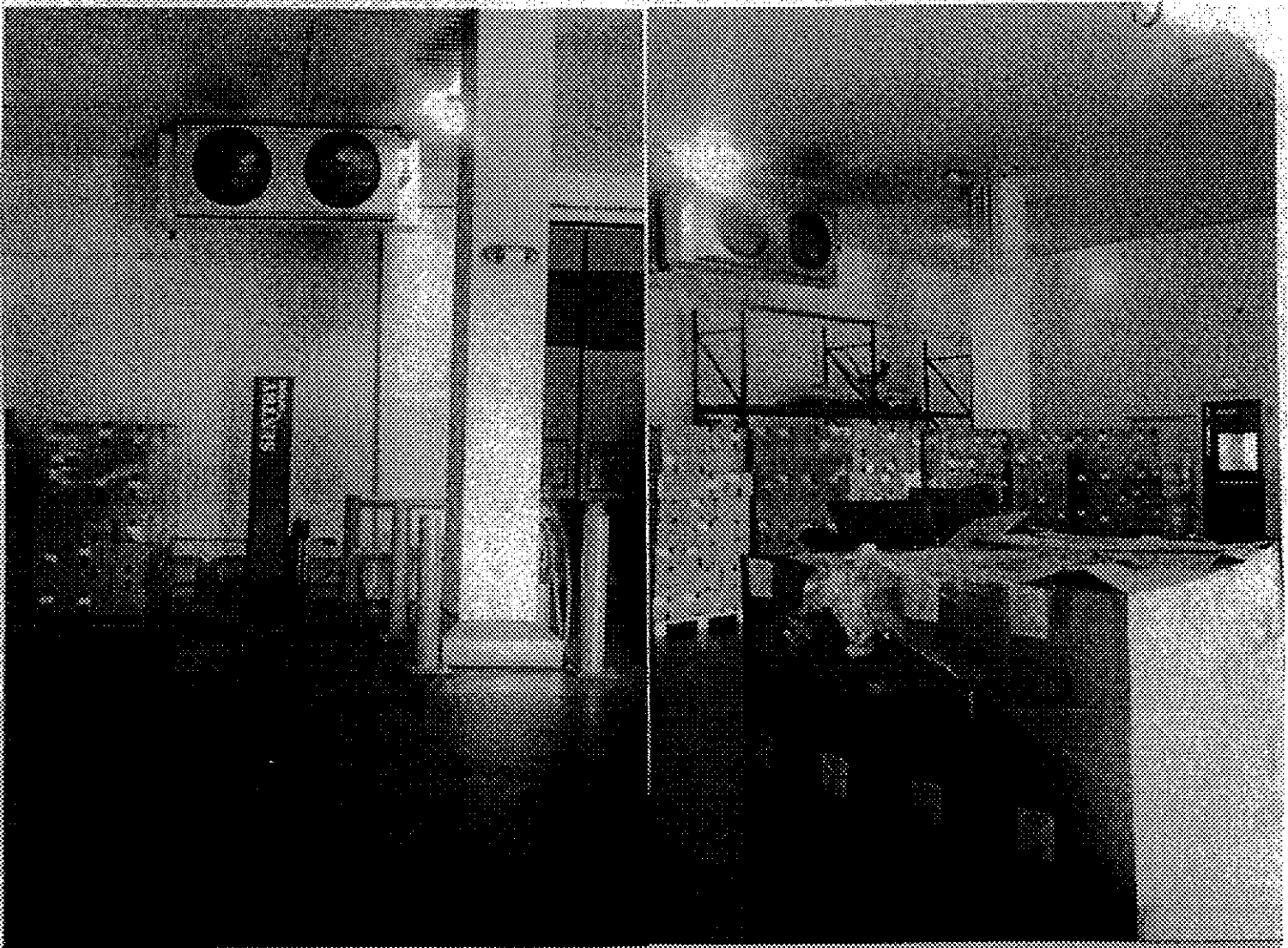


EXHIBIT

DISTRICT COURT OF NEW JERSEY 8

PICTURES OF BINDI COLD STORAGE 630 BELLEVILLE TRPK KEARNY NJ TAKEN 9/24/2015

THIS IS THE COLD FACILITY WHICH FREEZPAK OWNER AND VICE PRESIDENT DAVID SAUD
INSTRUCTED ME TO TAKE HIS
LOAD AFTER THE INSPECTION WAS COMPLETED BY HOT MARINE.
THIS PICTURES ARE EVIDENCE THAT THIS LOAD WAS RECEIVED AT A TEMPERATURE CONTROLLED
FACILITY TO AVOID HIGH TEMP EXPOSURE



DISTRICT COURT OF NEW JERSEY 9

EXHIBIT

PICTURE THAT RLS TOOK AFTER 1 TO 1.5 HRS OF EXPOSURE TO HIGH TEMPERATURES.
RLS HAS REFUSED TO SHOW ME TIME THAT THIS PICTURE WAS TAKEN TO COMPARE WITH THE
PICTURES TAKEN OF THE TRAILER TEMP
AND THE SEAL BEFORE BACKING TO DOCK DOOR 16.

IF THOSE PICTURES ARE PRODUCED THE TIMES ON THEM WILL REFLECT THE AMOUNT OF TIME RLS
KNOWINGLY EXPOSED THE SAID LOAD
TO HIGH TEMP WITH AN INTENTION TO REJECT THE SAME.



DISTRICT COURT OF NEW JERSEY 10

EXHIBIT

COPIES OF THE REJECTED LOAD BILL OF LADING ON 9/21/2015 AT THE RLS COLD STORAGE
PLEASE NOTE THE WORD QUALITY DEFER FROM THE WORDS REJECT PRODUCT TEMP.
THIS IS BECAUSE ON THE ORIGINAL BILL THAT I HAVE, THE WORDS REJECT PRODUCT TEMP WERE
WRITTEN THEN A COPY WAS MADE
WHEN I COMPLAINED AT THE OFFICE THE RLS STUFF REALISED I KNEW THEIR SCAM. SHE TOOK
THE BILL OUT OF MY HAND AND WROTE
WITH AN INK PEN THE WORD QUALITY SO THAT SHE CAN COVER HER SELF.
ORIGINALLY HER REASON TO REJECT THE LOAD WAS PRODUCT TEMP ONLY
I WILL PRESENT THE ORLIGINAL TO COURT.

ALSO A COPY OF THE SAME LOAD ACCEPTED IN BINDI COLD STORAGE ON 9/24/2015

UNITED STATES COLD STORAGE, LP

Straight Bill of Lading - Short Form - Original - Not Negotiable

RECEIVED, subject to the transportation agreement between the shipper and the carrier, if applicable, otherwise to the terms and conditions of the shipper's standard transportation contract in effect on the date of the shipper's invoice, is available to the carrier on request. Its property described herein, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, numbered, and described as shown herein. This Bill of Lading is not subject to any clauses, terms or tariffs except as specifically agreed to in writing by the shipper and the carrier.

Non-Recourse: If the shipment is to be delivered to the consignee without recourse on the shipper, the shipper shall sign the following statement. The carrier may decline to make delivery of this shipment without payment of freight and all other lawful charges.

Signature of Shipper:

UNITED STATES COLD STORAGE.

Delivery Ticket

(Bill Of Lading)

No. 57810

Print Date 9/18/15

Shipping Date

Order Date

Customer Order #

9/18/15

9/18/15

SK#52746

Plant 460

Account No 10278

United States Cold Storage, Inc.

Agents for the Campaign product released for the account of:

J50 ASSOCIATES, INC.

P2

17 Maple Dr

Great Neck, NY 11021-2049

1. Cupping and Levee Dredging

RLS COLD STORAGE

2:79 MAIN RD

NEWFIELD, NJ 08344-5406

US TRUCK LINE:

Customer Pick-up

LOT NUMBER	QUANTITY ORDERED	QUANTITY DELIVERED	KIND OF PKG	SAID TO BE OR CONTAIN	UNIT	SHIPPING WEIGHT	CUBIC FEET
---------------	---------------------	-----------------------	-------------------	-----------------------	------	--------------------	---------------

Appointment No.: 43948

PQ: 7047-10

THIS IS A FROZEN PRODUCT. MAINTAIN ZERO DEGREES FAHRENHEIT OR BELOW.

* PRODUCTO CONGELADO. MANTENGASE A MENOS ZERO GRADOS FAHRENHEIT.

Order is created by L2WPGUER

89743	1350	1350 CTN 104	INV#2248 PANG	32.000	43200.000	0
		CS IQF MEDIUM WHOLE STRAWBERRY		N 30.000	40500.000	0
		MEDIUM WHOLE STRAW				
		FREEZER Total Gross	43200.000 Net		40500.000	

Total	1350	1350	Total	Gross	43200.000	
				Net	40500.000	0

Appt- 9/18/15 15:30 Arr- 9/18/15 16:09 Str- 9/18/15 17:36 Comp- 9/18/15 18:04

H. Schuler 9/24/15

Carrier Address: ., CALIFORNIA, CA-95044 Ph: 770-335-2096

TRAILER #: 53801		SEAL# 060584		DL# and Other ID:	
CARRIER: Received in good order and condition, unless otherwise noted above.		Carrier Name: 10208-US TRUCK LINE	Driver Name & Signature <i>E. M. M. J. E. M. M. J.</i>		
CONSIGNEE: Received in good order and condition, unless otherwise noted	Date and Time: _____	Consignee Name:	Agent Name (Print):	Agent Signature:	





UNITED STATES COLD STORAGE, LP

UNITED STATES COLD STORAGE, LP 1600 WEST CALTON ROAD LAREDO, TX 78041
(956-722-8207

Page: 1 of 1

Straight Bill of Lading - Short Form - Original - Not Negotiable

RECEIVED, subject to the transportation agreement between the shipper and the carrier, if applicable, otherwise to the terms and conditions of the shipper's standard transportation contract in effect on the date of this bill of lading, which is available to the carrier on request, the property described herein, in apparent good order, except as notated (contents and condition of contents of packages unknown), marked, consigned, and described as shown herein. This Bill of Lading is not subject to any classification or tariffs except as specifically agreed to in writing by the shipper and the carrier.

Proprietary and Confidential			Non Recourse: If the shipment is to be delivered to the consignee without recourse on the shipper, the shipper shall sign the following statement: The carrier may decline to make delivery of this shipment without payment of freight and all other lawful charges. Signature of Shipper: UNITED STATES COLD STORAGE,	Delivery Ticket (Bill Of Lading) No. 57810
Shipping Date 9/18/15	Order Date 9/18/15	Customer Order # SK#52746		Print Date 9/18/15

Plant 460

Account No 10278

United States Cold Storage, Inc.

Agents for the Consignor product released for the account of:

JSO ASSOCIATES, INC. P2

17 Maple Dr

Great Neck, NY 11021-2049

Consigned To and Destination

RLS COLD STORAGE

2179 MAIN RD

NEWFIELD, NJ 08344-5406

US TRUCK LINE

Customer Pick-up

LOT NUMBER	QUANTITY ORDERED	QUANTITY DELIVERED	KIND OF PKG	SAID TO BE OR CONTAIN	UNIT	SHIPPING WEIGHT	CUBIC FEET
------------	------------------	--------------------	-------------	-----------------------	------	-----------------	------------

Appointment No.: 43948

PO: 7047-10

THIS IS A FROZEN PRODUCT. MAINTAIN ZERO DEGREES FAHRENHEIT OR BELOW.

PRODUCTO CONGELADO. MANTENGASE A MENOS ZERO GRADOS FAHRENHEIT.

Order is created by 12WPGUER

69743 1350 1350 CTN 104 INV#2248 PANG 32.000 43200.000 0
 CS IQF MEDIUM WHOLE STRAWBERRY N 30.000 40500.000 0
 MEDIUM WHOLE STRAW
 FREEZER Total Gross 43200.000 Net 40500.000
 Total 1350 1350 Total Gross 43200.000
 Net 40500.000 0

Apt- 9/18/15 15:30 Arr- 9/18/15 18:04
 Dep- 9/18/15 18:04

RES GOLD STORAGE RECEIVING STAMP	
RECEIVED BY _____	TRAILER # 53801
RECEIVER # 154104	SEAL # 060584
TOTAL RECEIVED: PLTS _____	CASES _____
OVER _____	SHORT _____
DAMAGE KEPT _____	R.O.C. DAMAGE _____
PALLET QUALITY: GOOD _____	BAD _____
SIGNED FOR BY Mary	DATE 9-2-15

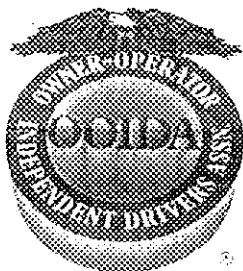
TRAILER #: 53801	SEAL # 060584	DL# and Other ID:
CARRIER: Received in good order and condition, unless otherwise noted above.	Carrier Name: 10208-US TRUCK LINE	Driver Name & Signature: <i>[Signature]</i>
CONSIGNEE: Received in good order and condition, unless otherwise noted	Date and Time: _____	Consignee Name: _____
	Agent Name (Print): _____	Agent Signature: _____



DISTRICT COURT OF NEW JERSEY 11

EXHIBIT

COPIES FROM OOIDA INSURANCE COMPANY, THE INSURANCE COMPANY UNDERWRITERS COULD NOT REINSTATE MY POLICY DO TO THIS ALLEGATION.
IN CASE OF A RATE PAYMENT THE DEMAND LETTER ALWAYS HAS A CANCELLATION DATE AND WHEN PAYMENT IS MADE THE POLICY RESUMES AS NORMAL
BUT AFTER THIS FALSE CLAIM OOIDA LOOKED ME AS A LISK.



Owner-Operator Services Incorporated

A subsidiary of Owner-Operator Independent Drivers Association Inc.

1 NW OOIDA Drive • P O Box 1000

Grain Valley, Missouri 64029

Tel: (800) 715-9369 • (816) 229-5791

Fax lines: (816) 427-4467 • (816) 427-4469

(816) 229-5370 • (816) 867-2153

e-mail: truck_fax@ooida.com

truckforms@ooida.com

ooida@ooida.com

web site: www.ooida.com

06/20/2017

Emmanuel Gachau
Psalms Transportation LLC
1691 Grandeflora Ave
Clermont, FL 34711

RE: Policy Cancellation
Member # 883630
Policy # PL199520788A

Emmanuel,

Thank you for your participation in the OOIDA Truck Insurance Program. Below please find the policy information that you requested.

Your policy was canceled effective 11/24/2015 due to non-payment. The Underwriters were not offering reinstatement due to loss frequency of your policy. Attached please find your Loss Run report.

OOIDA greatly appreciates the opportunity to serve your insurance needs. Please do not hesitate to contact us should you require any further information.

Sincerely,

Josephine Feltrop

Sales Agent

Truck Insurance Department

Owner-Operator Services, Inc.

Toll Free 800-444-5791

Fax 816-427-4467

Josie_feltrop@ooida.com

October 16, 2015

EMMANUEL W GACHAU
PSALMS TRANSPORTATION LLC
1691 GRANDEFLORA AVE
CLERMONT, FL 34711-6271

Dear Emmanuel:

****We regret to inform you we are unable to offer reinstatement or a rewrite of your policy(ies).****

Enclosed is the notice of cancellation of your truck insurance policy(ies), due to non-payment of premium. The effective date of cancellation is shown on the attached notice.

Your file will be audited and any refund due back to you or a final bill will be mailed within 30 days of the audit. If you have any questions or need referrals, please give one of our professional agents a call for assistance.

Sincerely,

Cancellation Department

Enclosure

JLC

EXHIBIT

DISTRICT COURT OF NEW JERSEY 12

EVIDENCE THAT THIS PART OF THE RLS COLD STORAGE FACILITY IS NOT CLIMATE CONTROLLED IT IS A PACKAGING FACILITY WHERE THEY STORE CARDBOARD BOXES SAME DOCK DOOR 16 AT A LATTER DATE WHEN I WAS AT THE FACILITY. AS YOU CAN SEE THAT IS A DRY BOX TRAILER AT THE SAME DOOR I WAS SENT ON 9/21/2015 ALL TRAILERS ARE DRY BOX TRAILERS ON THIS BUILDING 4



EXHIBIT

DISTRICT COURT OF NEW JERSEY 12

EVIDENCE THAT THIS PART OF THE RLS COLD STORAGE FACILITY IS NOT CLIMATE CONTROLLED IT IS A PACKAGING FACILITY WHERE THEY STORE CARDBOARD BOXES SAME DOOR DOOR 16 AT A LATTER DATE WHEN I WAS AT THE FACILITY. AS YOU CAN SEE THAT IS A DRY BOX TRAILER AT THE SAME DOOR I WAS SENT ON 9/21/2015 ALL TRAILERS ARE DRY BOX TRAILERS ON THIS BUILDING 4



DISTRICT COURT OF NEW JERSEY 13

EXHIBIT

AT A LATER DATE THIS TIME HAULING A FROZEN LOAD OUT OF THE SAME RLS COLD STORAGE FACILITY IN NEWFEILD NJ.

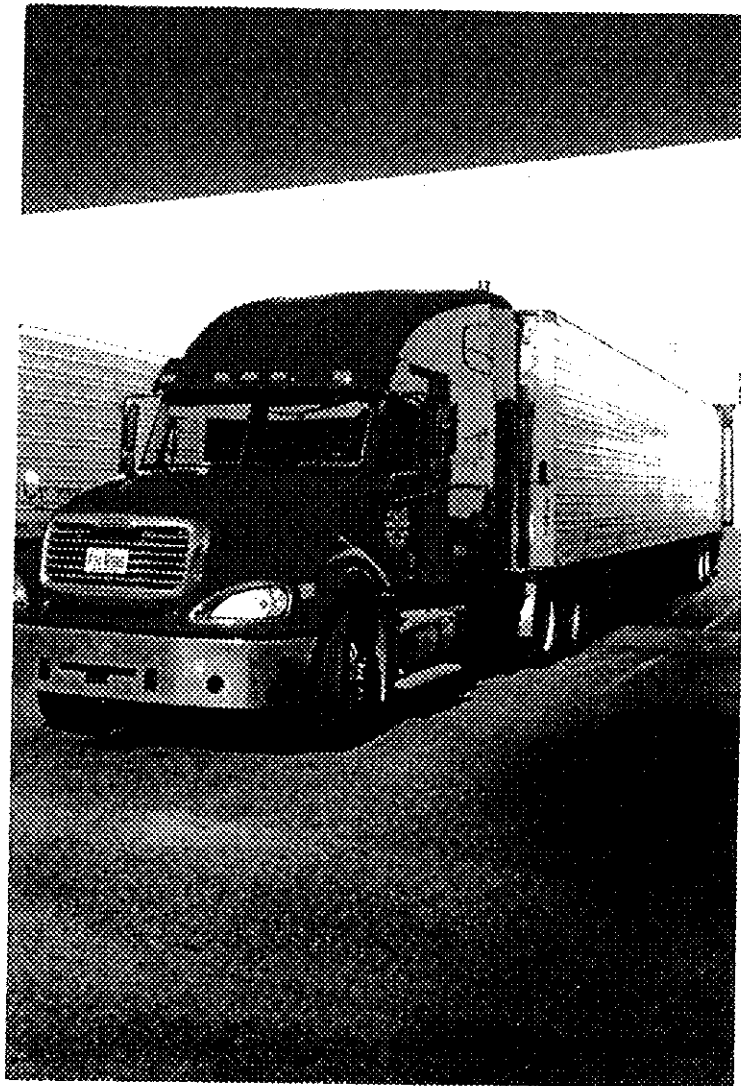
ON THIS DAY I WAS HAULING A FROZEN LOAD FOR RLS TO FLORIDA.

NOTE MY TRUCK IS AT DOCK DOOR # 32 WHICH IS THE NEXT BUILDING FROM BUILDING 4, THIS BUILDING IS A CLIMATE CONTROLLED BUILDING THAT MEANS RLS LOADS

WILL NOT BE EXPOSED TO HIGH TEMPERATURE WHILE BEING LOADED TO MY TRAILER.

EVIDENT ENOUGH THAT ON 9/21/2015 RLS KNOWINGLY DID A DECEPTIVE ACT EXPOSING FREEZPAK LOAD TO HIGH TEMPS AND CAUSING ME TO GO FOR A TWO YEARS

DOWN FALL.



DISTRICT COURT OF NEW JERSEY 14

EXHIBIT

EVIDENCE OF LOSS OF INCOME. I AM A ONE TRUCK OWNER AND ALSO THE DRIVER AND A BREAD
WINNER TO MY FAMILY

Motor Service

3 Yrs REVENUES
Evidence of LOSS of INCOMEPurchase Summary Report
January 1, 2014 Thru December 31, 2014

Client	Batch#	Date Posted	Input Amount	AR Amount	Escrow Amount	Expense Amount	Recourse Amount	Reserve Amount	Fee Amount	Paid Amount	Paid By..	Date Paid	Check#
Psalms Transportation, LLC (3093)													
	117	1/8/2014	3,000.00	3,000.00		(4.50)			(150.00)	2,845.50	Check	1/8/2014	097008
	118	1/10/2014	1,800.00	1,800.00		(3.00)			(90.00)	1,707.00	Check	1/10/2014	097491
	119	2/11/2014	2,500.00	2,500.00		(4.50)			(130.00)	2,485.50	Check	2/11/2014	103420
	120	2/12/2014	1,200.00	1,200.00		(6.50)			(80.00)	1,133.50	Check	2/12/2014	103587
	121	2/13/2014	600.00	600.00		(4.50)			(30.00)	555.50	Check	2/13/2014	103798
	122	2/18/2014	2,150.00	2,150.00		(4.50)			(107.50)	2,039.00	Check	2/18/2014	104548
	123	2/19/2014	600.00	600.00		(3.00)			(30.00)	567.00	Check	2/19/2014	104842
	124	2/21/2014	2,200.00	2,200.00		(5.00)			(110.00)	2,084.00	Check	2/21/2014	105432
	125	2/25/2014	1,400.00	1,400.00		(3.00)			(70.00)	1,327.00	Check	2/25/2014	106098
	126	2/26/2014	1,020.00	1,020.00		(3.00)			(51.00)	966.00	Check	2/26/2014	106387
	127	2/28/2014	2,068.25	2,068.25		(3.00)			(103.41)	1,961.84	Check	2/28/2014	107122
	128	3/7/2014	2,600.00	2,600.00		(3.00)			(130.00)	2,467.00	Check	3/7/2014	108573
	129	3/11/2014	3,200.00	3,200.00		(3.00)			(160.00)	3,037.00	Check	3/11/2014	109301
	130	3/14/2014	1,000.00	1,000.00		(4.50)			(50.00)	945.50	Check	3/14/2014	109985
	131	3/18/2014	2,785.00	2,785.00		(3.00)			(139.25)	2,642.75	Check	3/18/2014	110826
	132	3/21/2014	1,110.00	1,110.00		(12.00)			(55.50)	1,042.50	Check	3/21/2014	075062
	133	3/25/2014	2,300.00	2,300.00		(3.00)			(115.00)	2,182.00	Check	3/25/2014	112308
	134	3/28/2014	2,500.00	2,500.00		(9.50)			(125.00)	2,365.50	Check	3/28/2014	055310
	135	3/31/2014	1,300.00	1,300.00		(8.00)			(65.00)	1,227.00	Check	3/31/2014	055405
	136	3/31/2014	680.00	680.00		(4.50)			(34.00)	641.50	Check	3/31/2014	055470
	137	4/1/2014	1,300.00	1,300.00		(9.75)			(65.00)	1,225.25	Check	4/1/2014	055511
	138	4/2/2014	650.00	650.00		(9.50)			(32.50)	608.00	Check	4/2/2014	055545
	139	4/7/2014	4,900.00	4,900.00	(592.00)	(11.25)			(98.00)	4,396.75	Check	4/7/2014	056035
	140	4/8/2014	2,000.00	2,000.00	(160.00)	(7.50)		(100.00)	(40.00)	1,692.50	Check	4/8/2014	056151
	141	4/9/2014	720.00	720.00	(57.50)	(4.50)		(36.00)	(14.40)	607.50	Check	4/9/2014	115725
	142	4/11/2014	1,500.00	1,500.00	(120.00)	(14.25)		(75.00)	(30.00)	1,290.75	Check	4/11/2014	077824
	143	4/17/2014	600.00	600.00	(48.00)	(5.50)		(30.00)	(12.00)	504.50	Check	4/17/2014	117556
	144	4/21/2014	2,050.00	2,050.00	(164.00)	(3.00)		(102.50)	(41.00)	1,739.50	Check	4/21/2014	118020
	145	4/23/2014	1,400.00	1,400.00	(112.00)	(3.00)		(70.00)	(28.00)	1,197.00	Check	4/23/2014	118758
	146	4/28/2014	2,565.00	2,565.00	(213.20)	(11.25)		(133.25)	(53.00)	2,254.00	Check	4/28/2014	119590
	147	5/6/2014	3,800.00	3,800.00	(304.00)	(4.50)		(341.55)	(75.00)	3,073.95	Check	5/6/2014	122488
	148	5/9/2014				(12.00)		500.00		485.00	Check	5/9/2014	081465
	149	5/12/2014	1,100.00	1,100.00	(88.00)	(3.00)		(406.00)	(22.00)	587.00	Check	5/12/2014	123751
	150	5/13/2014				(3.00)		400.00		397.00	Check	5/13/2014	124035
	151	5/15/2014	1,250.00	1,250.00	(100.00)	(3.00)	(20.23)	(125.00)	(25.00)	976.77	Check	5/15/2014	124782
	152	5/16/2014	675.00	675.00	(54.00)	(4.50)		(67.50)	(13.50)	535.50	Check	5/16/2014	125160
	153	5/20/2014	3,700.00	3,700.00	(296.00)	(3.00)		400.00	(74.00)	3,327.00	Check	5/20/2014	125861
	154	5/21/2014	600.00	600.00	(48.00)	(1.50)		(538.50)	(12.00)	ZeroCheck		5/21/2014	
	155	5/22/2014	1,510.00	1,510.00	(120.80)	(20.00)		(151.00)	(30.20)	1,188.00	Check	5/22/2014	126348
	156	5/27/2014	2,235.00	2,235.00	(175.80)	(4.75)		(223.50)	(44.70)	1,763.25	Check	5/27/2014	127152
	157	5/28/2014	3,856.00	3,856.00	(308.48)	(4.50)		(385.60)	(77.12)	3,080.30	Check	5/28/2014	127439
	158	5/29/2014	1,250.00	1,250.00	(100.00)	(3.00)		(125.00)	(25.00)	997.00	Check	5/29/2014	127725
	159	6/2/2014	2,700.00	2,700.00	(216.00)	(9.50)		(270.00)	(54.00)	2,150.50	Check	6/2/2014	128634

Printed: June 13, 2017, 11:02AM (PurchRep)

TBS Factoring Service

Purchase Summary Report
January 1, 2014 Thru December 31, 2014

Client	Batch#	Date Posted	Input Amount	A/R Amount	Escrow Amount	Expense Amount	Recourse Amount	Reserve Amount	Fee Amount	Paid Amount	Paid By	Date Paid	Check#
	160	5/3/2014	650.00	650.00	(52.00)	(4.75)		(65.00)	(13.00)	515.25	Check	6/3/2014	129028
	161	6/4/2014				(3.00)		500.00		497.00	Check	6/4/2014	129565
	162	6/6/2014	1,700.00	1,700.00	(136.00)	(1.50)		(1,528.50)	(34.00)		ZeroCheck	6/6/2014	
	163	6/6/2014				(12.00)		1,612.00		1,600.00	Check	6/6/2014	085185
	164	6/9/2014	3,300.00	3,300.00	(264.00)	(4.50)		(330.00)	(66.00)	2,836.50	Check	6/9/2014	130462
	165	6/10/2014	1,650.00	1,650.00	(132.00)	(4.75)		(165.00)	(33.00)	1,315.25	Check	6/10/2014	130859
	166	6/12/2014	540.00	540.00	(43.20)	(5.00)		(54.00)	(10.80)	427.00	Check	6/12/2014	131444
	167	6/16/2014	1,600.00	1,600.00	(128.00)	(4.50)		(160.00)	(32.00)	1,275.50	Check	6/16/2014	131937
	168	6/16/2014	3,900.00	3,900.00	(312.00)	(4.50)		(390.00)	(78.00)	3,115.50	Check	6/16/2014	132205
	169	6/17/2014	2,000.00	2,000.00	(160.00)	(7.50)		(200.00)	(40.00)	1,592.50	Check	6/17/2014	132513
	170	6/24/2014	3,500.00	3,500.00	(280.00)	(4.75)		(350.00)	(70.00)	2,739.45	Check	6/24/2014	134167
	171	6/25/2014	2,050.00	2,050.00	(164.00)	(6.25)	(55.80)	(205.00)	(41.00)	1,633.75	Check	6/25/2014	134325
	172	6/27/2014	1,700.00	1,700.00	(136.00)	(5.50)		(170.00)	(34.00)	1,353.50	Check	6/27/2014	135916
	173	6/30/2014	3,500.00	3,500.00	(280.00)	(3.00)		(314.70)	(70.00)	2,832.30	Check	6/30/2014	136509
	174	7/1/2014	1,400.00	1,400.00	(112.00)	(5.75)		(140.00)	(28.00)	1,114.25	Check	7/1/2014	136841
	175	7/2/2014	600.00	600.00	(48.00)	(3.00)		(60.00)	(12.00)	477.00	Check	7/2/2014	137281
	176	7/7/2014				(3.00)		1,003.00		1,000.00	Check	7/7/2014	138168
	177	7/8/2014	2,500.00	2,500.00	(200.00)	(3.00)		(250.00)	(50.00)	1,997.00	Check	7/7/2014	138349
	178	7/17/2014	1,400.00	1,400.00	(112.00)	(7.75)		(140.00)	(28.00)	1,112.25	Check	7/17/2014	140573
	179	7/21/2014				(3.00)		1,503.00		1,500.00	Check	7/21/2014	141854
	180	7/23/2014	1,925.00	1,925.00	(154.00)	(20.00)	(21.81)	(192.50)	(38.50)	1,498.39	Check	7/23/2014	142784
	181	7/23/2014	745.00	745.00	(59.60)	(4.50)		(74.50)	(14.90)	591.50	Check	7/23/2014	143005
	182	7/28/2014	2,500.00	2,500.00	(224.00)	(7.75)		(250.00)	(50.00)	2,082.25	Check	7/28/2014	143948
	183	7/31/2014	2,500.00	2,500.00	(200.00)	(4.50)		(250.00)	(50.00)	1,995.50	Check	7/31/2014	146198
	184	8/4/2014	2,600.00	2,600.00	(208.00)	(3.00)		(260.00)	(52.00)	2,077.00	Check	8/4/2014	145886
	185	8/6/2014				(12.00)		2,512.00		2,500.00	Check	8/6/2014	094084
	186	8/11/2014	1,685.00	1,685.00	(134.80)	(5.00)		(168.50)	(33.70)	1,343.00	Check	8/11/2014	149198
	187	8/13/2014	2,550.00	2,550.00	(204.00)	(20.00)		(255.00)	(51.00)	2,020.00	Check	8/13/2014	149848
	188	8/14/2014	1,400.00	1,400.00	(112.00)	(5.25)		(140.00)	(28.00)	1,114.75	Check	8/14/2014	150274
	189	8/15/2014	650.00	650.00	(68.00)	(13.50)		(65.00)	(17.00)	751.50	Check	8/15/2014	095673
	190	8/19/2014	3,720.00	3,720.00	(297.60)	(7.50)		(372.00)	(74.40)	3,340.50	Check	8/19/2014	151768
	191	8/25/2014	3,292.00	3,292.00	(263.36)	(6.25)		(329.20)	(65.84)	2,257.35	Check	8/25/2014	153008
	194	8/29/2014	1,950.00	1,950.00	(156.00)	(12.00)		(195.00)	(39.00)	1,548.00	Check	8/29/2014	097862
	195	8/29/2014						582.50		582.50	Check	8/29/2014	097864
	196	9/2/2014	3,850.00	3,850.00	(308.00)	(5.00)		(385.00)	(77.00)	3,075.00	Check	9/2/2014	154660
	197	9/4/2014	625.00	625.00	(50.00)	(21.75)		(62.50)	(12.50)	478.25	Check	9/4/2014	155556
	200	9/4/2014	1,900.00	1,900.00	(152.00)	(4.75)		(190.00)	(38.00)	1,515.25	Check	9/4/2014	155638
	201	9/5/2014	1,030.00	1,030.00	(82.40)	(4.75)		(103.00)	(20.60)	292.25	Check	9/5/2014	156040
	202	9/8/2014	3,200.00	3,200.00	(256.00)	(4.50)		(320.00)	(64.00)	2,555.50	Check	9/8/2014	156430
	203	9/12/2014	1,500.00	1,500.00	(120.00)	(13.50)		(150.00)	(30.00)	1,166.50	Check	9/12/2014	160163
	204	9/16/2014	3,520.00	3,520.00	(281.60)			(352.00)	(70.40)	2,815.00	Check	9/16/2014	158427
	205	9/16/2014	1,600.00	1,600.00	(128.00)			(160.00)	(32.00)	1,280.00	Check	9/16/2014	159284
	206	9/19/2014	1,300.00	1,300.00	(104.00)			(130.00)	(26.00)	1,040.00	Check	9/19/2014	158494
	207	9/24/2014	3,500.00	3,500.00	(280.00)	(20.00)		(350.00)	(70.00)	2,780.00	Check	9/24/2014	161011

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Client	Batch#	Date Posted	Input Amount	A/R Amount	Escrow Amount	Expense Amount	Recourse Amount	Reserve Amount	Fee Amount	Paid Amount	Paid By..	Date Paid	Check#
	208	9/29/2014	3,430.00	3,430.00	(274.40)	(3.00)		(343.00)	(68.60)	2,741.00	Check	9/29/2014	163350
	209	9/30/2014	1,400.00	1,400.00	(112.00)	(6.50)		(140.00)	(28.00)	1,113.50	Check	9/30/2014	163696
	210	10/1/2014	550.00	550.00	(44.00)	(4.50)			(11.00)	490.50	Check	10/1/2014	164074
	211	10/2/2014					(76.86)	76.86			ZeroCheck	10/2/2014	
	212	10/6/2014	1,925.00	1,925.00	(154.00)	(15.00)		(192.50)	(38.50)	1,535.00	Check	10/6/2014	104053
	213	10/8/2014	1,400.00	1,400.00	(112.00)	(23.00)		(140.00)	(28.00)	1,100.00	Check	10/8/2014	165949
	214	10/8/2014	550.00	550.00	(44.00)	(6.25)		(55.00)	(11.00)	433.75	Check	10/8/2014	166034
	215	10/10/2014				(12.00)		412.00		400.00	Check	10/10/2014	105056
	216	10/13/2014				(12.00)		1,500.00		1,538.00	Check	10/14/2014	105278
	217	10/14/2014	2,075.00	2,075.00	(166.00)	(16.00)		(207.50)	(41.50)	1,644.00	Check	10/14/2014	105054
	218	10/21/2014	1,955.00	1,955.00	(156.40)	(20.00)		(195.50)	(39.10)	1,544.00	Check	10/21/2014	168187
	219	10/21/2014	1,300.00	1,300.00	(104.00)	(4.50)		(130.00)	(26.00)	1,035.50	Check	10/21/2014	169437
	220	10/22/2014				(12.00)		3,500.00		3,488.00	Check	10/22/2014	106830
	221	10/24/2014	1,350.00	1,350.00	(108.00)	(29.00)		(135.00)	(27.00)	1,051.00	Check	10/24/2014	107388
	222	10/28/2014	1,200.00	1,200.00	(104.00)	(5.50)		(130.00)	(26.00)	1,034.50	Check	10/28/2014	171305
	223	10/29/2014	760.00	760.00	(60.80)	(4.50)		(76.00)	(15.20)	603.50	Check	10/29/2014	171485
	224	10/30/2014	1,450.00	1,450.00	(116.00)	(5.25)		(145.00)	(29.00)	1,154.75	Check	10/30/2014	172037
	225	10/31/2014	800.00	800.00	(64.00)	(14.50)		(80.00)	(16.00)	625.50	Check	10/31/2014	108762
	226	10/31/2014	1,100.00	1,100.00	(88.00)	(3.00)		1,030.00		1,060.00	Check	10/31/2014	108787
	227	11/3/2014	2,550.00	2,550.00	(212.00)	(3.00)		(265.00)	(22.00)	877.00	Check	11/3/2014	172760
	228	11/5/2014				(12.00)		1,012.00		2,117.00	Check	11/6/2014	173434
	229	11/10/2014				(5.75)	(204.60)	(235.60)	(47.12)	1,674.45	Check	11/10/2014	174784
	230	11/10/2014	2,356.00	2,356.00	(188.48)	(3.00)		(250.00)	(50.00)	1,997.00	Check	11/12/2014	174996
	231	11/11/2014	2,500.00	2,500.00	(200.00)	(3.00)		1,312.00		1,300.00	Check	11/14/2014	171067
	232	11/14/2014				(23.75)		(465.00)	(81.50)	3,178.75	Check	11/17/2014	176399
	233	11/17/2014	4,075.00	4,075.00	(328.00)	(4.50)		(480.00)	(36.00)	1,435.50	Check	11/19/2014	177318
	234	11/19/2014	1,800.00	1,800.00	(144.00)	(3.00)		(220.00)	(44.00)	1,757.00	Check	11/20/2014	177540
	235	11/23/2014	2,200.00	2,200.00	(176.00)	(3.00)		(135.00)	(27.00)	1,056.50	Check	11/21/2014	172489
	236	11/21/2014	1,350.00	1,350.00	(108.00)	(13.50)		(325.00)	(65.00)	2,594.50	Check	11/25/2014	178911
	237	11/25/2014	3,250.00	3,250.00	(260.00)	(5.50)		1,500.00		1,497.00	Check	11/26/2014	179443
	238	11/26/2014				(3.00)		(280.00)	(56.00)	2,234.75	Check	12/1/2014	179567
	239	12/1/2014	2,800.00	2,800.00	(224.00)	(5.25)		(250.00)	(50.00)	1,940.60	Check	12/1/2014	179876
	240	12/1/2014	2,500.00	2,500.00	(200.00)	(3.00)	(56.40)	(250.00)	(50.00)	1,337.00	Check	12/4/2014	181032
	241	12/4/2014	1,675.00	1,675.00	(134.00)	(3.00)		(167.50)	(33.50)	2,235.50	Check	12/8/2014	181708
	242	12/8/2014	2,800.00	2,800.00	(224.00)	(4.50)		(280.00)	(56.00)	971.00	Check	12/8/2014	115233
	243	12/9/2014	1,250.00	1,250.00	(100.00)	(29.00)		(126.00)	(25.00)	1,757.00	Check	12/10/2014	182748
	244	12/10/2014	2,200.00	2,200.00	(176.00)	(3.00)		(220.00)	(44.00)	1,057.00	Check	12/11/2014	183189
	245	12/11/2014	1,325.00	1,325.00	(106.00)	(3.00)		(132.50)	(26.50)	435.50	Check	12/12/2014	183491
	246	12/12/2014	550.00	550.00	(44.00)	(4.50)		(55.00)	(11.00)	2,457.00	Check	12/16/2014	184457
	247	12/16/2014	3,075.00	3,075.00	(248.00)	(3.00)		(307.50)	(61.50)	1,995.50	ZeroCheck	12/18/2014	
	248	12/18/2014					(352.50)	352.50		1,435.25	Check	12/18/2014	185286
	249	12/18/2014	2,500.00	2,500.00	(200.00)	(4.50)		(250.00)	(50.00)	2,453.50	Check	12/22/2014	185767
	250	12/22/2014	1,800.00	1,800.00	(144.00)	(4.75)		(180.00)	(36.00)				
	251	12/23/2014	3,195.00	3,195.00	(255.60)	(6.50)	(94.00)	(319.50)	(63.90)				

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Client	Batch#	Date Posted	Input Amount	A/R Amount	Escrow Amount	Expense Amount	Recourse Amount	Reserve Amount	Fee Amount	Paid		Date	Check#
										Amount	Paid By..		
	252	12/29/2014	3,300.00	3,300.00	(264.00)	(4.50)		(330.00)	(66.00)	2,635.50	Check	12/29/2014	187085
	253	12/30/2014				(3.00)		11,948.85		11,945.85	Check	12/30/2014	187509
	254	12/30/2014	2,100.00	2,100.00	(166.00)	(4.50)		(210.00)	(42.00)	1,675.50	Check	12/30/2014	187571
			228,202.25	229,202.25	(15,291.12)	(913.75)	(1,282.00)	11,353.81	(5,725.94)	217,343.25			

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Client	Batch#	Date Posted	Input Amount	A/R Amount	Escrow Amount	Expense Amount	Recurse Amount	Reserve Amount	Fee Amount	Paid Amount	Paid By..	Date Paid	Check#
Palm's Transportation, LLC (3093)													
	255	1/9/2015	2,400.00	2,400.00	(192.00)	(20.00)		(240.00)	(48.00)	1,900.00	Check	1/9/2015	189681
	256	1/28/2015				(3.00)		2,003.00		2,000.00	Check	1/28/2015	194723
	257	2/2/2015	1,861.51	1,861.51	(304.00)	(42.99)		(380.00)	(76.00)	1,861.51	Check	2/2/2015	124230
	258	2/3/2015	3,800.00	3,800.00	(138.80)	(4.50)	(1,861.51)		(34.90)	1,135.50	Check	2/3/2015	196728
	259	2/5/2015	1,745.00	1,745.00		(12.00)		662.00		1,391.50	Check	2/5/2015	197302
	260	2/6/2015				(13.50)				650.00	Check	2/6/2015	125110
	261	2/9/2015	2,700.00	2,700.00	(216.00)	(14.50)		(216.00)	(43.20)	2,146.50	Check	2/9/2015	125470
	262	2/12/2015	2,160.00	2,160.00	(172.80)	(13.50)		(225.00)	(45.00)	1,786.50	Check	2/12/2015	125903
	263	2/16/2015	2,250.00	2,250.00	(180.00)	(12.00)		700.00		700.00	Check	2/17/2015	126583
	264	2/17/2015				(12.00)		(180.00)		1,426.00	Check	2/17/2015	126644
	265	2/19/2015	1,800.00	1,800.00	(144.00)	(12.00)		1,200.00		1,200.00	Check	2/19/2015	127213
	266	2/24/2015				(12.00)		(215.00)	(43.00)	1,708.00	Check	2/24/2015	127938
	267	2/26/2015	2,150.00	2,150.00	(172.00)	(13.50)		(200.00)	(40.00)	1,586.50	Check	2/26/2015	128776
	268	3/2/2015	2,000.00	2,000.00	(160.00)	(12.00)		485.31		473.31	Check	3/2/2015	129473
	269	3/4/2015	2,500.00	2,500.00	(200.00)	(12.00)		(250.00)	(50.00)	1,898.00	Check	3/4/2015	129743
	270	3/4/2015	1,013.01	1,013.01		(50.99)		(410.00)		1,013.01	Check	3/6/2015	130271
	272	3/6/2015	4,100.00	4,100.00	(328.00)	(12.00)	(1,013.01)			2,216.00	Check	3/9/2015	130686
	273	3/9/2015				(13.50)		612.00		600.00	Check	3/11/2015	131109
	274	3/11/2015	2,450.00	2,450.00	(196.00)	(12.00)		(245.00)	(49.00)	1,946.50	Check	3/16/2015	131829
	275	3/16/2015	1,800.00	1,800.00	(144.00)	(5.00)		(180.00)	(36.00)	1,426.00	Check	3/17/2015	132152
	276	3/17/2015	895.00	895.00	(71.60)	(12.00)		612.00		711.00	Check	3/18/2015	205182
	277	3/18/2015				(13.50)		(205.00)	(41.00)	600.00	Check	3/19/2015	132527
	278	3/19/2015	2,050.00	2,050.00	(164.00)	(13.50)		(240.00)	(48.00)	1,905.50	Check	3/20/2015	132906
	279	3/20/2015	2,400.00	2,400.00	(192.00)	(12.00)		412.00		400.00	Check	3/23/2015	133196
	280	3/23/2015				(29.00)		(253.50)	(50.70)	1,995.00	Check	3/25/2015	133749
	281	3/25/2015	2,535.00	2,535.00	(202.80)	(12.00)		812.00		800.00	Check	3/26/2015	133951
	282	3/26/2015				(19.75)		(255.00)	(51.00)	2,020.25	Check	3/27/2015	134328
	283	3/27/2015	2,550.00	2,550.00	(204.00)	(14.75)		(240.00)	(48.00)	1,905.25	Check	3/27/2015	134352
	284	3/27/2015	2,400.00	2,400.00	(192.00)	(17.50)		(277.25)	(52.00)	2,405.25	Check	3/30/2015	134672
	285	3/30/2015	3,100.00	3,100.00	(248.00)	(4.50)		(220.00)	(40.00)	1,575.50	Check	4/3/2015	135546
	286	4/3/2015	2,000.00	2,000.00	(160.00)	(3.00)		1,203.00		1,200.00	Check	4/7/2015	216335
	287	4/7/2015				(15.75)		70.50		ZeroCheck	Check	4/9/2015	217143
	288	4/9/2015				(3.00)		(240.00)	(48.00)	1,904.25	Check	4/13/2015	137185
	289	4/13/2015	2,400.00	2,400.00	(192.00)	(53.99)		503.00		500.00	Check	4/16/2015	219321
	290	4/16/2015				(13.50)				911.51	Check	4/17/2015	138171
	291	4/17/2015	911.51	911.51	(152.00)	(3.00)	(911.51)	(190.00)	(38.00)	554.50	Check	4/21/2015	138522
	292	4/21/2015	1,900.00	1,900.00	(152.00)	(5.00)		(270.00)	(26.50)	1,500.00	Check	4/22/2015	138871
	293	4/22/2015	2,700.00	2,700.00	(216.00)	(4.50)		(268.55)	(60.00)	1,054.00	Check	4/23/2015	222020
	294	4/22/2015				(3.00)		(110.00)		877.00	Check	4/24/2015	222413
	295	4/23/2015											
	296	4/24/2015	1,325.00	1,325.00	(106.00)								
	297	4/27/2015	3,000.00	3,000.00	(240.00)								
	298	4/30/2015	1,100.00	1,100.00	(88.00)								

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Client..	Batch#	Date Posted	Input Amount	A/R Amount	Escrow Amount	Expense Amount	Recourse Amount	Reserve Amount	Fee Amount	Paid Amount	Paid By..	Date Paid	Check#..
	289	4/30/2015				(3.00)		603.00		800.00	Check	4/30/2015	224219
	300	5/4/2015	2,449.37	2,449.37	(195.95)	(1.50)	(46.50)	46.50			ZeroCheck	5/4/2015	
	301	5/4/2015				(12.00)		(350.00)	(48.99)	1,852.93	Check	5/4/2015	225394
	302	5/8/2015	350.00	350.00	(28.00)	(13.50)		812.00		800.00	Check	5/8/2015	142135
	303	5/11/2015	3,150.00	3,150.00	(252.00)			(35.00)	(7.00)	266.50	Check	5/11/2015	142437
	304	5/11/2015	1,661.51	1,661.51				(315.00)	(63.00)	2,520.00	Check	5/11/2015	227857
	305	5/15/2015	3,400.00	3,400.00	(272.00)	(51.99)	(1,661.51)	(340.00)		1,661.51	Check	5/15/2015	143390
	306	5/18/2015	2,375.00	2,375.00	(190.00)	(12.00)	(1,692.00)	1,000.00	(68.00)	1,006.50	Check	5/18/2015	143534
	307	5/20/2015	2,375.00	2,375.00	(88.00)	(29.00)		(110.00)	(47.50)	1,433.50	Check	5/20/2015	144208
	308	5/22/2015	1,100.00	1,100.00	(228.55)	(24.00)		(285.69)	(22.00)	851.00	Check	5/22/2015	144765
	309	5/26/2015	2,856.87	2,856.87					(57.14)	2,281.49	Check	5/26/2015	145178
	310	5/27/2015	861.51	861.51						861.51	Check	5/27/2015	145416
	311	5/28/2015	1,800.00	1,800.00	(144.00)	(12.00)		262.00		250.00	Check	5/28/2015	145647
	312	5/29/2015	1,211.51	1,211.51		(51.99)	(861.51)	(180.00)	(35.00)	526.50	Check	5/29/2015	145857
	313	6/1/2015								1,211.51	Check	6/1/2015	146174
	314	6/2/2015				(12.00)		950.00		938.00	Check	6/2/2015	145429
	315	6/2/2015	2,500.00	2,500.00	(200.00)			49.09		49.09	Check	6/2/2015	234562
	316	6/3/2015	1,360.00	1,360.00	(108.80)	(51.99)	(1,211.51)	(250.00)	(50.00)	736.50	Check	6/3/2015	146766
	317	6/5/2015	500.00	500.00	(40.00)	(14.25)		(138.00)	(27.20)	1,073.75	Check	6/5/2015	147313
	318	6/8/2015	1,300.00	1,300.00	(104.00)	(3.00)		(50.00)	(10.00)	397.00	Check	6/8/2015	238511
	319	6/10/2015	600.00	600.00	(48.00)	(13.50)		(130.00)	(26.00)	1,026.50	Check	6/10/2015	148081
	320	6/11/2015	1,161.51	1,161.51		(4.50)		(60.00)	(12.00)	475.50	Check	6/11/2015	237944
	321	6/12/2015	2,400.00	2,400.00	(192.00)	(12.00)		962.00		950.00	Check	6/12/2015	148578
	322	6/15/2015	1,400.00	1,400.00	(112.00)					1,161.51	Check	6/15/2015	042059
	323	6/16/2015	1,400.00	1,400.00	(112.00)	(30.99)	(1,135.88)	(240.00)	(48.00)	753.13	Check	6/16/2015	239437
	324	6/19/2015	2,500.00	2,500.00	(200.00)	(13.50)		(250.00)	(28.00)	1,106.50	Check	6/19/2015	150237
	325	6/22/2015	1,500.00	1,500.00	(144.00)	(4.75)		1,000.00	(50.00)	1,995.25	Check	6/22/2015	241231
	326	6/24/2015	1,400.00	1,400.00	(112.00)	(15.25)				1,000.00	Check	6/24/2015	150951
	327	6/25/2015	765.00	765.00	(61.20)	(4.50)		(160.48)	(36.00)	1,444.27	Check	6/25/2015	151065
	328	6/29/2015	1,650.00	1,650.00	(132.00)	(140.00)		(140.00)	(28.00)	1,115.50	Check	6/29/2015	242377
	329	7/1/2015	400.00	400.00	(32.00)	(75.50)		(387.71)	(15.30)	609.00	Check	6/29/2015	243679
	330	7/1/2015	1,472.76	1,472.76		(12.00)				387.71	Check	7/1/2015	244589
	331	7/2/2015	3,160.00	3,160.00	(2,907.20)	(3.00)	(20.37)	(165.00)	(33.00)	1,308.00	Check	7/2/2015	152792
	332	7/2/2015						(40.00)	(8.00)	296.63	Check	7/2/2015	246602
	333	7/6/2015	765.00	765.00	(61.20)					1,472.76	Check	7/6/2015	154306
	334	7/10/2015	960.76	960.76	(126.60)			(2,844.00)	(83.20)		ZeroCheck	7/10/2015	
	335	7/15/2015	1,507.55	1,507.55		(38.49)	(1,472.76)	2,449.00		937.75	Check	7/15/2015	251235
	336	7/22/2015	2,000.00	2,000.00	(160.00)	(12.00)		2,449.00		592.70	Check	7/22/2015	156832
	337	7/22/2015	1,213.01	1,213.01		(12.00)	(7.30)	(76.50)	(15.30)	1,096.73	Check	7/31/2015	158908
	338	7/31/2015					(1,036.82)	2,745.55		960.76	Check	8/3/2015	159103
	340	8/5/2015	1,507.55	1,507.55	(126.60)	(8.25)		(150.76)		1,197.79	Check	8/6/2015	159817
	341	8/6/2015	2,000.00	2,000.00	(160.00)	(44.99)	(960.76)	(200.00)	(30.15)	594.25	Check	8/6/2015	256728
	342	8/7/2015							(40.00)	1,213.01	Check	8/7/2015	257277
	343	8/17/2015								1,213.01	Check	8/17/2015	162171

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Client	Batch#	Date Posted	Input Amount	APR Amount	Escrow Amount	Expense Amount	Recourse Amount	Reserve Amount	Fee Amount	Paid Amount	Paid By	Date Paid	Checks
	345	8/19/2015	2,500.00	2,500.00	(200.00)	(38.99)	(1,277.04)	(250.00)	(50.00)	882.97	Check	8/19/2015	261049
	346	8/24/2015	1,700.00	1,700.00	(136.00)	(13.50)	(168.17)	500.76	(34.00)	1,347.33	Check	8/24/2015	163824
	347	8/31/2015				(5.00)				595.76	Check	8/31/2015	19992
	348	9/2/2015								470.83	Check	9/2/2015	165822
	349	9/8/2015	2,001.00	2,001.00	(160.08)	(7.00)		470.83	(40.02)	1,793.90	Check	9/8/2015	268027
	350	9/14/2015	780.00	780.00	(62.40)				(15.60)	624.00	Check	9/14/2015	268751
	351	9/18/2015	600.00	600.00	(48.00)				(12.00)	480.00	Check	9/18/2015	21510
	352	9/24/2015	3,000.00	3,000.00	(240.00)	(4.50)			(60.00)	2,395.50	Check	9/24/2015	273884
	353	9/29/2015	1,900.00	1,900.00	(152.00)	(3.00)			(38.00)	1,517.00	Check	9/29/2015	275249
	354	10/5/2015	1,550.00	1,550.00	(124.00)	(3.00)			(31.00)	1,237.00	Check	10/5/2015	277357
	355	10/6/2015								821.55	Check	10/6/2015	277886
	356	10/7/2015	725.00	725.00	(58.00)	(4.75)			(14.50)	575.25	Check	10/7/2015	278217
	357	10/14/2015	3,861.00	3,861.00	(308.86)	(29.00)			(77.22)	3,059.80	Check	10/14/2015	174688
	358	10/20/2015	1,400.00	1,400.00	(112.00)	(4.50)			(28.00)	1,115.50	Check	10/20/2015	282590
	359	10/20/2015	1,900.00	1,900.00	(152.00)	(5.00)			(38.00)	1,515.00	Check	10/20/2015	263336
	360	10/27/2015	3,200.00	3,200.00	(256.00)	(13.50)			(84.00)	2,545.50	Check	10/27/2015	177348
	361	10/30/2015	1,700.00	1,700.00	(136.00)	(3.00)			(34.00)	1,357.00	Check	10/30/2015	286732
	362	11/10/2015								1,988.00	Check	11/10/2015	180282
	363	11/11/2015	950.00	950.00	(76.00)	(4.50)			(19.00)	755.50	Check	11/12/2015	290312
	364	11/16/2015	1,900.00	1,900.00	(152.00)	(13.50)			(38.00)	1,506.50	Check	11/16/2015	191481
	365	11/20/2015	1,700.00	1,700.00	(136.00)	(3.00)			(34.00)	1,357.00	Check	11/20/2015	294080
	366	12/4/2015					(18.80)				Zero Chec	12/4/2015	
	367	12/8/2015						18.80					
	368	12/21/2015	932.50	932.50	(74.50)	(12.00)		1,188.25		1,176.25	Check	12/8/2015	185683
	369	12/23/2015	900.00	900.00	(72.00)	(14.00)		(95.00)	(18.65)	730.25	Check	12/21/2015	188507
	370	12/28/2015	2,000.00	2,000.00	(160.00)	(13.50)		(90.00)	(18.00)	706.50	Check	12/23/2015	189186
	371	12/31/2015	2,700.00	2,700.00	(216.00)	(12.00)		(179.70)	(40.00)	1,608.30	Check	12/28/2015	198605
			155,926.89	155,926.89	(11,487.86)	(1,291.90)	(15,428.46)	11,310.82	(54.00)	2,416.50	Check	12/31/2015	190256
									(2,871.97)	136,157.52			

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Client	Batch#	Date Posted	Input Amount	A/R Amount	Escrow Amount	Expense Amount	Recourse Amount	Reserve Amount	Fee Amount	Paid Amount	Paid By	Date Paid	Check#
Psalms Transportation, LLC (3093)													
	372	1/4/2016	4,350.00	4,350.00	(346.00)	(5.00)		(150.00)	(87.00)	3,910.00	Check	1/4/2016	307564
	373	1/7/2016	1,500.00	1,500.00	(120.00)	(13.75)		(86.90)	(30.00)	1,186.25	Check	1/7/2016	191162
	374	1/7/2016	750.00	750.00	(60.00)	(5.00)		(170.00)	(15.00)	602.10	Check	1/7/2016	308770
	375	1/11/2016	1,700.00	1,700.00	(135.00)	(3.00)		1,500.00	(34.00)	1,357.00	Check	1/11/2016	309756
	376	1/15/2016				(12.00)				1,488.00	Check	1/15/2016	192799
	377	1/15/2016	811.51	811.51	(135.00)					811.51	Check	1/15/2016	192950
	378	1/19/2016	1,700.00	1,700.00	(135.00)	(43.99)	(811.51)	(170.00)	(34.00)	504.50	Check	1/19/2016	312094
	379	1/20/2016	1,000.00	1,000.00	(80.00)	(14.50)		(100.00)	(20.00)	785.50	Check	1/20/2016	193563
	380	1/21/2016	890.00	890.00	(71.20)	(14.25)		(78.68)	(17.80)	708.07	Check	1/21/2016	193562
	381	1/28/2016	650.00	650.00	(52.00)	(7.75)		(65.00)	(13.00)	512.25	Check	1/28/2016	315936
	382	2/2/2016	906.25	906.25	(72.50)	(17.25)		(90.63)	(18.13)	707.74	Check	2/2/2016	196281
	383	2/5/2016	1,411.51	1,411.51						1,411.51	Check	2/5/2016	197012
	384	2/5/2016	3,000.00	3,000.00	(240.00)	(38.49)		(722.04)	(60.00)	1,411.51	Check	2/5/2016	048580
	385	2/8/2016					(1,411.51)			527.96	Check	2/8/2016	319162
	386	3/4/2016	1,758.00	1,758.00	(140.64)	(2.00)	(45.93)	(175.80)	(35.16)	1,110.67	Check	3/4/2016	202360
	387	3/15/2016	773.51	773.51						1,404.40	Check	3/15/2016	204752
	388	3/17/2016	1,600.00	1,600.00	(126.00)	(26.43)	(773.51)	175.80		773.51	Check	3/17/2016	205109
	389	3/22/2016	823.51	823.51	(93.40)	(1.75)			(32.00)	175.80	Check	3/17/2016	34644
	390	3/22/2016	1,167.50	1,167.50	(135.86)	(1.75)				823.51	Check	3/22/2016	333720
	391	3/24/2016	1,698.25	1,698.25	(88.96)	(29.49)	(823.51)	(105.00)	(23.35)	944.00	Check	3/22/2016	206430
	392	3/25/2016	1,112.00	1,112.00	(88.96)	(4.00)		(170.00)	(33.97)	505.42	Check	3/22/2016	206542
	393	4/1/2016	1,136.51	1,136.51	(187.96)	(51.99)		(209.80)	(22.24)	767.00	Check	3/29/2016	206956
	394	4/4/2016	2,348.25	2,348.25	(96.50)	(13.50)	(1,136.51)	(235.00)	(46.97)	1,136.51	Check	4/1/2016	208158
	395	4/7/2016	1,231.25	1,231.25	(113.30)	(15.25)		(125.00)	(24.63)	589.92	Check	4/4/2016	209552
	396	4/12/2016	1,416.25	1,416.25				(141.63)	(28.33)	969.62	Check	4/7/2016	210373
	397	4/14/2016	811.51	811.51		(3.00)				1,117.74	Check	4/12/2016	211408
	398	4/19/2016	811.26	811.26				1,100.00		811.51	Check	4/14/2016	211743
	399	4/19/2016	1,700.00	1,700.00	(135.00)	(69.49)	(811.51)	(170.00)	(34.00)	1,087.00	Check	4/14/2016	343686
	400	4/22/2016	1,713.01	1,713.01						811.26	Check	4/19/2016	212754
	401	4/22/2016	1,700.00	1,700.00	(136.00)	(44.49)	(811.26)		(34.00)	479.00	Check	4/19/2016	212766
	402	4/27/2016	3,500.00	3,500.00	(280.00)	(46.99)			(34.00)	1,713.01	Check	4/22/2016	213842
	403	5/20/2016					(103.04)	103.04	(70.00)	674.25	Check	4/22/2016	347195
	404	6/1/2016	1,512.00	1,512.00	(1,512.00)		(1,254.15)			3,103.01	Check	4/27/2016	348759
	405	6/9/2016	1,700.00	1,700.00	(1,700.00)			1,254.15		ZeroChoc	ZeroChoc	5/20/2016	
	406	8/4/2016	1,211.51	1,211.51						ZeroChoc	ZeroChoc	6/1/2016	
	407	8/5/2016	2,500.00	2,500.00	(200.00)	(73.49)	(1,211.51)	(250.00)	(50.00)	1,211.51	Check	8/4/2016	238394
	408	8/22/2016	1,200.00	1,200.00	(96.00)	(6.50)	(438.86)	(120.00)	(24.00)	715.00	Check	8/5/2016	238991
	409	8/23/2016	600.00	600.00	(46.00)	(6.50)	(267.50)		(12.00)	494.64	Check	8/22/2016	49770
	410	8/26/2016	625.00	625.00	(50.00)	(5.00)			(12.50)	266.00	Check	8/23/2016	49913
	411									557.50	Check	8/26/2016	50186

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Client	Batch#	Date Posted	Input Amount	AVR Amount	Escrow Amount	Expense Amount	Recourse Amount	Reserve Amount	Fee Amount	Paid Amount	Paid By	Date Paid	Check#
	419	8/26/2016	1,475.00	1,475.00	(118.00)	(13.75)	(370.00)	370.00	(29.50)	1,113.75	ZeroChec	8/26/2016	
	420	8/29/2016	500.00	500.00	(40.00)	(13.50)	(200.00)		(10.00)	436.50	Check	8/29/2016	244827
	421	9/2/2016	1,251.00	1,251.00	(100.08)	(22.00)	(200.00)		(25.02)	903.99	Check	9/2/2016	246387
	422	9/9/2016	1,625.00	1,625.00	(130.00)	(5.00)	(200.00)		(32.50)	1,257.50	Check	9/9/2016	51527
	423	9/13/2016	2,025.00	2,025.00	(182.00)	(22.00)	(258.00)		(40.50)	1,542.50	Check	9/13/2016	51900
	424	9/23/2016	2,250.00	2,250.00	(180.00)	(20.00)	(93.93)		(45.00)	1,911.07	Check	9/23/2016	52969
	425	9/28/2016						454.15			ZeroChec	9/28/2016	414216
	426	10/3/2016	2,400.00	2,400.00	(192.00)	(3.00)	(454.15)		(48.00)	2,024.55	Check	10/3/2016	
	427	10/5/2016	2,700.00	2,700.00	(216.00)	(3.00)	(132.45)		(54.00)	2,044.20	Check	10/5/2016	417255
	430	10/12/2016	6,300.00	6,300.00	(504.00)	(3.00)	(382.80)		(126.00)	5,687.00	Check	10/12/2016	419341
	431	10/19/2016	4,500.00	4,500.00	(360.00)	(3.00)			(90.00)	4,047.00	Check	10/19/2016	422989
	432	10/27/2016	2,210.00	2,210.00	(176.80)	(3.00)			(44.20)	1,965.00	Check	10/27/2016	426881
	433	11/9/2016	2,100.00	2,100.00	(188.00)	(18.75)	(1,044.34)		(42.00)	826.91	Check	11/9/2016	432457
	434	11/11/2016	1,600.00	1,600.00	(128.00)	(1.50)	(1,922.26)	483.76	(32.00)		ZeroChec	11/11/2016	263634
	435	11/14/2016	1,000.00	1,000.00	(80.00)	(13.50)	(290.93)		(20.00)	595.57	Check	11/14/2016	
	436	11/15/2016	1,700.00	1,700.00	(136.00)				(34.00)	1,530.00	Check	11/15/2016	264354
	437	11/22/2016	1,400.00	1,400.00	(112.00)	(6.25)			(28.00)	1,253.75	Check	11/22/2016	265985
	438	11/22/2016	1,926.00	1,926.00	(154.06)	(5.01)			(38.52)	1,728.39	Check	11/22/2016	266146
	439	11/23/2016	750.00	750.00	(60.00)	(0.02)			(15.00)	599.98	Check	11/23/2016	266737
	440	12/9/2016	2,400.00	2,400.00	(192.00)				(48.00)	2,160.00	Check	12/9/2016	444342
	441	12/9/2016	2,171.25	2,171.25	(173.70)				(43.43)	1,954.12	Check	12/9/2016	270987
	442	12/15/2016	1,194.00	1,194.00	(95.52)	(0.01)			(23.88)	1,074.59	Check	12/15/2016	51393
	443	12/19/2016	1,750.00	1,750.00	(140.00)	(17.01)			(35.00)	1,557.99	Check	12/19/2016	273071
	444	12/22/2016	1,600.00	1,600.00	(128.00)	(0.01)			(32.00)	1,439.99	Check	12/22/2016	451070
	445	12/27/2016	1,715.00	1,715.00	(137.23)	(17.01)			(34.30)	1,526.49	Check	12/27/2016	274962
	446	12/30/2016	101,860.84	101,860.84	(10,343.60)	(766.23)	(15,469.17)	4,518.53		78,117.44	Check	12/30/2016	275807
									(1,762.93)				

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